

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

16475

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Register, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: James C. Stanley, Esq. Berkowitz, Lefkovits, Isom & Kushner 420 North 20th Street Suite 1600 Birmingham, Alabama 35203 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office INST # 1998-11205 03/30/1998-11205 02:33 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 MCD 18.00
2. Name and Address of Debtor (Last Name First if a Person) Higginbotham Enterprises, Inc. 1400 Woodbine Avenue Calera, Alabama 35040 ATTN: Burnie Higginbotham, Jr. Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Compass Bank P.O. Box 10566 Birmingham, Alabama 35296 ATTN: G. Brian Ethridge Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) FILED WITH: Judge of Probate - Shelby County
<input type="checkbox"/> Additional secured parties on attached UCC-E		

5. The Financing Statement Covers the Following Types (or items) of Property:

See Schedule A for description of Property and Exhibit "A" for description of Real Estate

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

Check X if covered: ☐ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X if so)
- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
- ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
- ☐ which is proceeds of the original collateral described above in which a security interest is perfected.
- ☐ acquired after a change of name, identity or corporate structure of debtor
- ☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:
 The initial indebtedness secured by this financing statement is \$ **708,000.00**
 given as additional security for mortgage file
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **simultaneously here-**

8. This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

Higginbotham Enterprises, Inc.
 Signature(s) of Debtor(s)
 By: _____
 Signature(s) of Debtor(s)
 Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee
 B. Brian Ethridge
 Signature(s) of Secured Party(ies) or Assignee
 Type Name of Individual or Business

SCHEDULE A

All fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by Debtor and used or intended to be used in connection with or with the operation of said real estate described on **Exhibit "A"** (hereinafter referred to as "Real Estate"), buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;

Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

All rents, royalties, profits, issues and revenues of the Debtor with respect to the Real Estate described on Exhibit "A" from time to time accruing, whether under leases or tenancies now existing or hereafter created, provided, however, so long as no Event of Default has occurred which has not been cured within the applicable notice and cure period, Debtor shall have the right to collect, receive and retain such rents, royalties, profits, issues and revenues (but not prior to accrual thereof); and

All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof under the power of eminent domain, or for any future damage (whether caused by such taking or otherwise) to the Real Estate or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.

All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel, paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described above.

EXHIBIT A

A parcel of land situated in the southwest one-quarter of the southwest one-quarter of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of Southwest one-quarter of the southwest one-quarter of Section 17, Township 21 South, Range 2 West; thence run North 01 degree 01 minute 18 seconds East along the west line of said Section 17 for a distance of 214.04 feet; thence, leaving said section line, run North 64 degrees 05 minutes 17 seconds East for a distance of 710.09 feet to a point on the Southeasterly right of way line Shelby County Highway No. 87 (right of way width: 80 feet) and the POINT OF BEGINNING; thence continue North 64 degrees 05 minutes 17 seconds East along said right of way line of Shelby County Highway No. 87 for a distance of 146.14 feet; thence South 73 degrees 17 minutes 53 seconds East along said right of way line of Shelby County Highway No. 87 for a distance of 102.71 feet to an intersection with the southwesterly right of way line of U. S. Highway No. 31 (right of way width: 100 feet); thence South 34 degrees 39 minutes 14 seconds East along said right of way line for a distance of 134.99 feet; thence leaving said right of way line, run South 55 degrees 22 minutes 01 seconds West for a distance of 208.70 feet; thence North 34 degrees 37 minutes 28 seconds West for a distance of 237.34 feet to the Point of Beginning.

Situated in Shelby County, Alabama.

INST # 1998-11205

03/30/1998-11205

02:33 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MCD 18.00