

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

**Important: Read Instructions on Back Before Filling out Form.**

40844

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: <b>BIRMINGHAM TITLE SERVICES CORPORATION</b> 300 Office Park Drive, Suite 310 Birmingham, Alabama 35223 Attn: J. Edward Covington (205) 870-8779		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Pre-paid Acct. #			
2. Name and Address of Debtor (Last Name First if a Person) <b>FDK, L.L.C.</b> 2513 Rocky Ridge Road Birmingham, Alabama 35243		<div style="writing-mode: vertical-rl; transform: rotate(180deg);">Inst # 1998-34832</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">09/04/1998-34832</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">04:01 PM CERTIFIED</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">SHELBY COUNTY JUDGE OF PROBATE</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">BOX 103 20:00</div>	
Social Security/Tax ID #			
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)			
Social Security/Tax ID #		FILED WITH: <b>Probate Office of Shelby County, Alabama</b>	
<input type="checkbox"/> Additional debtors on attached UCC-E		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) <b>CITICORP REAL ESTATE, INC.</b> 599 Lexington Avenue, 44th Floor New York, New York 10043	
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) <b>FINANCIAL FEDERAL SAVINGS BANK</b> 1755 North Kirby Parkway, Suite 150 Memphis, Tennessee 38120			
Social Security/Tax ID #			
<input type="checkbox"/> Additional secured parties on attached UCC-E			

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

SEE SCHEDULE I AND EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

FIXTURE FILING

This UCC is given as additional security to Mortgage recorded in RPB 1998, Page 34830.

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

Record Owner: FDK, L.L.C.

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 \$ \_\_\_\_\_  
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ \_\_\_\_\_
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)

SEE SIGNATURE PAGE ATTACHED HERETO AND MADE A PART HEREOF.

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

Type Name of Individual or Business

**SIGNATURE PAGE FOR UCC-1**

DEBTOR:

FDK, L.L.C.,  
An Alabama Limited Liability Company

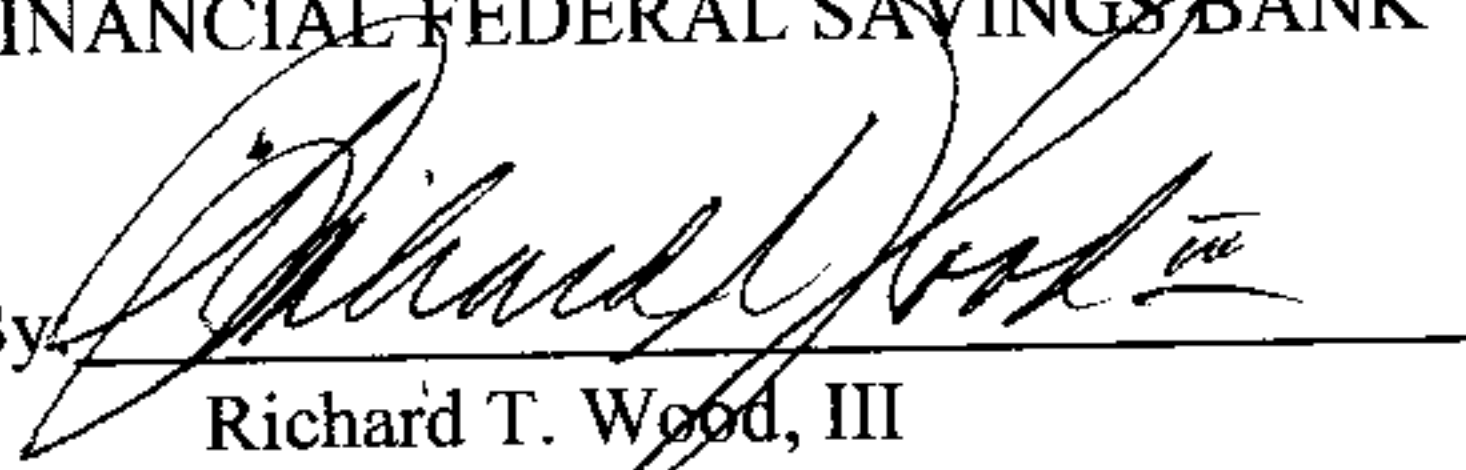
By:

  
Jack W. Kidd, Member

SECURED PARTY:

FINANCIAL FEDERAL SAVINGS BANK

By:

  
Richard T. Wood, III  
Sr. Vice President

AFTER RECORDING RETURN TO:

Neil Harkavy, Esq.  
Harkavy Shainberg Kosten  
Kaplan & Dunstan, PC  
6060 Poplar Avenue, Suite 140  
Memphis, Tennessee 38119

## SCHEDULE 1

Attached to and being a part of UCC-1 Financing Statement from FDK, L.L.C., Debtor, to Financial Federal Savings Bank, Secured Party.

1. All of Debtor's right, title and interest in and to the property described on Exhibit "A" attached hereto, together with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances goods and inventory of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers and dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, and tax refunds, trade names, licenses, permits, insurance proceeds, unearned insurance premiums, choses in action, food, beverages, linens, furniture, fixtures and items held for sale; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property; and all of the foregoing, together with said property (or any leasehold estate of Debtor in said property) are herein referred to as the "Property";

2. All of Debtor's right, title and interest in, to and under any and all leases now or hereinafter in existence (as amended or supplemented from time to time) and covering space in or applicable to the Property (hereinafter referred to collectively as the "Leases" and singularly as a "Lease"), together with all rents, earnings, income, profits, benefits and advantages arising from the Property and from said Leases and all other sums due or to become due under and pursuant thereto, and together with any and all guarantees of or under any of said Leases, and together with all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, condemnation awards, insurance proceeds, moneys and security payable or receivable under the Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Property and any other property subject to the Lease as therein provided and to perform all other necessary or appropriate acts with respect to such Leases as agent and attorney-in-fact for Debtor, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which the Debtor is or may become entitled to do under any such Lease together with all accounts receivable, contract rights, franchises, interests, estates or other claims, both at law and in equity, relating to the Property, to the extent not included in rent earnings and income under any of the Leases;

3. All of Debtor's right, title and interest in, to and under any and all reserve, deposit or escrow accounts (the "Accounts") made pursuant to any loan document made between Debtor and Secured Party



with respect to the Property, together with all income, profits, benefits and advantages arising therefrom, and together with all rights, powers, privileges, options and other benefits of Debtor under the Accounts, and together with the right to do any and all other things whatsoever which the Debtor is or may become entitled to do under the Accounts;

4. All agreements, contracts, certificates, guaranties, warranties, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, pertaining to the use, occupancy, construction, management or operation of the Property and any part thereof and any improvements or respecting any business or activity conducted on the Property and any part thereof and all right, title and interest of Debtor therein, including the right to receive and collect any sums payable to Debtor thereunder and all deposits or other security or advance payments made by Debtor with respect to any of the services related to the Property or the operation thereof;

5. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

6. All accounts receivable, credit card receivables, room deposits, security deposits, advances and other accounts now or hereafter accruing, arising, existing, or owed to or held by Borrower from, relating to, or deriving from the operation of the Property; including, but not limited to, revenues derived from (i) the occupancy of guest rooms, (ii) the occupancy of meeting rooms, (iii) food and beverage facilities, (iv) vending machines, (v) telephone and television systems, (vi) guest laundry, (vii) the provision or sale of other goods and services, and all revenues, royalties, issues and profits therefrom and derived from the Property and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels, 8th Edition, International Association of Hospitality Accounts (1986), as amended from time to time (collectively, the "Rents"); and

7. Any and all proceeds resulting or arising from the foregoing (collectively, the "Collateral").

**Exhibit A**

[real property legal description]

## LEGAL DESCRIPTION:

## EXHIBIT "A"

Commence at the northwest corner of the northwest one-quarter of the northeast one-quarter of Section 5, Township 19 South, Range 1 West; thence run north 86 degrees 43 minutes 38 seconds east along the north line of said quarter-quarter section line for a distance of 333.88 feet; thence run south 71 degrees 31 minutes 13 seconds east for a distance of 100.20 feet; thence run south 23 degrees 59 minutes 16 seconds west for a distance of 260.63 feet; thence run south 71 degrees 19 minutes 30 seconds east for a distance of 261.47 feet; thence run south 23 degrees 55 minutes 20 seconds west for a distance of 14.31 feet; thence run south 71 degrees 24 minutes 36 seconds east for a distance of 261.73 feet; thence run south 24 degrees 50 minutes 46 seconds west for a distance of 130.00 feet to the point of beginning; thence run south 24 degrees 50 minutes 46 seconds west for a distance of 97.62 feet; thence run south 26 degrees 37 minutes 46 seconds west for a distance of 226.72 feet to the centerline of a creek as shown on USW subdivision and is recorded in Map Book 14 Page 80 in the office of the Judge of Probate, Shelby County, Alabama; thence run along said centerline by the following described courses: thence north 35 degrees 50 minutes 17 seconds west for a distance of 64.67 feet; thence north 10 degrees 27 minutes 52 seconds west for a distance of 13.24 feet; thence run north 64 degrees 39 minutes 20 seconds east for a distance of 10.39 feet; thence run north 63 degrees 17 minutes 11 seconds west for a distance of 10.75 feet; thence run south 63 degrees 19 minutes 10 seconds west for a distance of 10.92 feet; thence run north 73 degrees 35 minutes 54 seconds west for a distance of 12.11 feet; thence run north 17 degrees 02 minutes west for a distance of 7.18 feet; thence run north 37 degrees 45 minutes 27 seconds west for a distance of 17.71 feet; thence run north 59 degrees 12 minutes 44 seconds west for a distance of 20.62 feet; thence run north 45 degrees 12 minutes 51 seconds west for a distance of 28.09 feet; thence run north 87 degrees 59 minutes 52 seconds west for a distance of 20.59 feet; thence run north 51 degrees 43 minutes 04 seconds west for a distance of 26.76 feet; thence run north 24 degrees 40 minutes 36 seconds west for a distance of 25.49 feet; thence run north 08 degrees 02 minutes 50 seconds east for a distance of 12.43 feet; thence run north 82 degrees 00 minutes 57 seconds west for a distance of 26.34 feet; thence run north 32 degrees 40 minutes 52 seconds west for a distance of 22.77 feet; thence run north 60 degrees 33 minutes 04 seconds west for a distance of 19.70 feet; thence run south 78 degrees 46 minutes 47 seconds west for a distance of 12.33 feet; thence run north 44 degrees 56 minutes 03 seconds west for a distance of 20.92 feet; thence run north 88 degrees 15 minutes 43 seconds west for a distance of 11.94 feet; thence run south 49 degrees 01 minute 10 seconds west for a distance of 23.71 feet; thence run south 41 degrees 29 minutes 13 seconds west for a distance of 29.53 feet; thence run north 59 degrees 21 minutes 24 seconds west for a distance of 16.97 feet; thence run north 54 degrees 34 minutes 47 seconds west for a distance of 30.16 feet; thence run south 85 degrees 48 minutes 55 seconds west for a distance of 19.77 feet; thence run north 17 degrees 06 minutes 24 seconds east for a distance of 17.89 feet; thence run north 36 degrees 44 minutes 37 seconds west for a distance of 42.66 feet; thence run north 40 degrees 17 minutes 25 seconds east for a distance of 18.80 feet; thence run north 35 degrees 26 minutes 30 seconds west for a distance of 4.99 feet and the end of said creek centerline courses; thence run south 87 degrees 22 minutes 08 seconds west for a distance of 85.62 feet to a point on the northeasterly right-of-way line of U.S. Highway No. 280; thence run in a northwesterly direction along the northeasterly right-of-way line of said highway for a distance of 17.00 feet; (Said highway right-of-way line being situated on a curve to the left having a central angle of 00 degrees 19 minutes 51 seconds, a radius of 2944.79 feet, a chord of 17.00 feet and a chord bearing of south 21 degrees 36 minutes 19 seconds east); thence run north 68 degrees 13 minutes 44 seconds east for a distance of 30.00 feet to the point of commencement of a curve to the left, said curve having a central angle of 50 degrees 45 minutes 00 seconds, and a radius of 131.77 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 116.72 feet; thence run north 17 degrees 28 minutes 44 seconds east along the tangent if extended from said curve for a distance of 153.42 feet to the point of commencement of a curve to the right, said curve having a central angle of 00 degree 34 minutes 43 seconds and a radius of 198.00 feet and a chord bearing of south 17 degrees 46 minutes 05 seconds east; thence run in a northeasterly direction along the arc of said curve for a distance of 2.00 feet; thence run south 61 degrees 36 minutes 29 seconds east for a distance of 508.90 feet to the point of beginning. Said parcel contains 3.1713 acres.

Inset # 1998-34832

09/04/1998-34832  
04:01 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 HCD 20.00