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

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Important: Read Instructions on Back Before Filling out Form.

REORDER FROM

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

82711

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:		ATEMENT is presented to a Filing Officer for Uniform Commercial Code.
Return copy or recorded original to:		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
James E. Vann, Esquire			
Johnston & Conwell, L.L.			
800 Shades Creek Parkway			
Suite 325			
Birmingham, AL 35209		}	d dræ
Pre-paid Acct. #			$\sigma \sigma \vdash \Gamma$
Name and Address of Debtor	(Last Name First if a Person)	1	ញ់ (២) ក្រុ
	T		ស សក្≌
Smith Family Companies,	inc.		
2080 Valleydale Road			
Suite 12			
Birmingham, AL 35244			
Social Security / Tax ID #	— (Loot Name Circles of a Borgoon)	_	
2A. Name and Address of Debtor (IF ANY)	(Last Name First d a Person)		
			•
			4.
Social Security / Tax ID #	_	FILED WITH:	· · · · · · · · · · · · · · · · · · ·
☐ Additional debtors on attached UCC-E		Judge of Pr	ohate
3. NAME AND ADDRESS OF SECURED PARTY) (Last Na	ame First if a Person)	4. ASSIGNEE OF SECURED	
Highland Bank			(
2211 Highland Avenue Sou	th		
Birmingham, AL 35205			
511m1n6mam, 210 55205			
Social Security/Tax ID #			
			
Additional secured parties on attached UCC-E		<u> </u>	
5. The Financing Statement Covers the Following Types (or			
•			intangibles and tangible
			acquired by Debtors, all
additions, replacements,			· · · · · · · · · · · · · · · · · ·
set forth in SCHEDULE A a		cated on the re	Pai property Best Describes The Collateral Covered
described on EXHIBIT A at	ctached nereto.	, A	By This Filing:
•		•	r
			
ADDITIONAL SECURITY FOR	MORTGAGE RECORDED	AT INSTRUMENT	NUMBER:
1998 1 3608	~ \$.		
			
Check X if covered: Products of Collateral are also co	overed.		
This statement is filed without the debtor's signature to per (check X, if so)	fect a security interest in collateral	7. Complete only when filing a The initial indebtedness set	with the Judge of Probate: cured by this financing statement is \$
$oxedsymbol{\square}$ already subject to a security interest in another jurisdiction	n when it was brought into this state		\$100.00 or fraction thereof) \$
already subject to a security interest in another jurisdiction to this state.	n when debtor's location changed	8. A This financing statemen	t covers timber to be cut, crops, or fixtures and is to be cross
which is proceeds of the original collateral described aborder perfected.	e in which a security interest is		nortgage records (Describe real estate and if debtor does not have a name of record owner in Box 5)
acquired after a change of name, identity or corporate structure of debtor		Signature(s) of Secured Party(ies)	
SMITH RAMILY COMPANIES.	INC		NK A A A A A A A A A A A A A A A A A A A
RV.	arci	By: Takele	i D. Stuart
Signature(s) of Debtors		Signature(s) of Secur	red Party(ies) or Assignee
Signature(s) of Debtor(s)		TTS: Signaturers) of Secur	red Party(ies) or Assignee
SMITH FAMILY COMPANIES,	INC.	HIGHLAND BAN	
Type Name of Individual or Business	ICED COSY ASIANONIA SOCIALIST	Type Name of Individ	
(1) FILING OFFICER COPY - ALPHABETICAL (3) FILING OFFI (2) FILING OFFICER COPY - NUMERICAL (4) FILE COPY -	ICER COPY-ACKNOWLEDGEMENT - SECURED	(5) FILE COPY DEBTOR(S)	Approved by The Secretary of State of Alabama

SCHEDULE A

All tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, Venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures, and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

EXHIBIT "A"

A tract of land situated in the NW 1/4 of Section 30, Township 20 South, Range 2 West, being described as follows:

Commence at the NW corner of said Section and run South 0 degrees 10 minutes 19 seconds East along West line of NW 1/4 1,680.50 feet; thence North 87 degrees 32 minutes 49 seconds East and run 460.40 feet; thence South 0 degrees 10 minutes 38 seconds East and run 60 feet to the point of beginning; thence South 0 degrees 10 minutes 38 seconds East and run 344.09 feet; thence South 89 degrees 49 minutes 22 seconds West and run 105.0 feet; thence North 80 degrees 55 minutes 36 seconds West and run 119.35 feet to a point on a curve to the left having a central angle of 9 degrees 14 minutes 43 seconds and a radius of 966.97 feet; thence North 4 degrees 27 minutes 02 seconds East and along chord of said curve run 155.86 feet; thence North 0 degrees 10 minutes 20 seconds West 127.17 feet to the beginning of a curve to the right having a central angle of 87 degrees 42 minutes 34 seconds and a radius of 25.0 feet; thence North 43 degrees 41 minutes 14 seconds East and along chord of said curve run 34.64 feet to a point, said point being on the South right of way of Pardue Road; thence North 87 degrees 32 minutes 49 seconds East 186.36 feet to the point of beginning. Situated in Shelby County, Alabama.

Inst # 1998-36090

09/15/1998-36090
01:47 FM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 17.00