

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

Important: Read Instructions on Back Before Filling out Form.

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

82799

<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 E. Vann, Esquire Johnston & Conwell, L.L.C. 800 Shades Creek Parkway Suite 325 Birmingham, AL 35209 Pre-paid Acct # _____		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 1998-37019 09/22/1998-37019 02:33 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 CRH 17.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) Boner, Steven C. P.O. Box 245 Pelham, AL 35124 Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____		
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) First Commercial Bank P.O. Box 11746 Birmingham, AL 35202-1746 Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) FILED WITH: Judge of Probate

5. The Financing Statement Covers the Following Types (or items) of Property:
 All of the equipment, fixtures, contract rights, general intangibles, and tangible personal property of every nature now owned or hereafter acquired by Debtors, all additions, replacements, and proceeds thereof and all other property set forth in SCHEDULE A attached hereto located on the real property described on EXHIBIT A attached hereto.

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

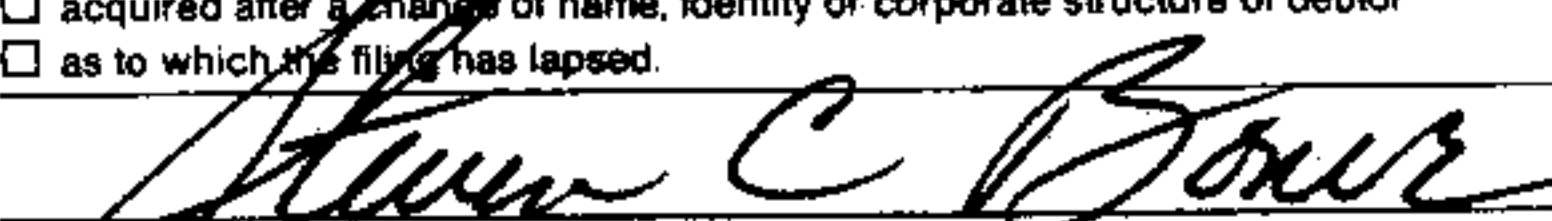
ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER:

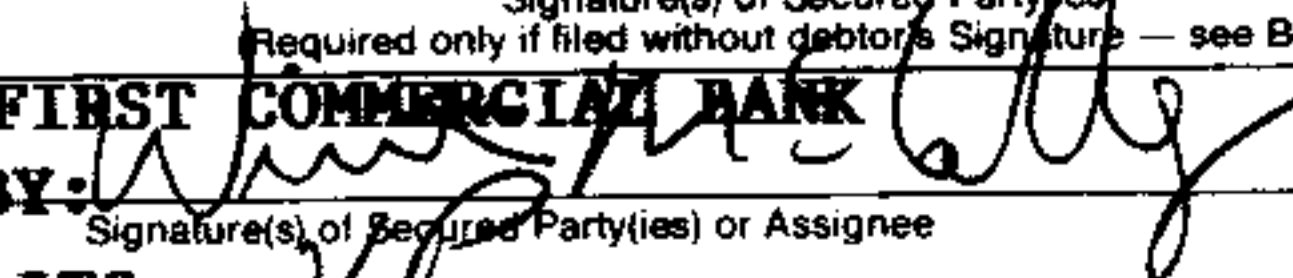
1998 137017

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 Debtor(s)

STEVEN C. BONER
 Signature(s) of Debtor(s)
STEVEN C. BONER
 Type Name of Individual or Business

Signature(s) of Secured Party(ies)
 Required only if filed without debtor's Signature — see Box 6)
FIRST COMMERCIAL BANK
 BY: 
 Signature(s) of Secured Party(ies) or Assignee
ITS:
 Signature(s) of Secured Party(ies) or Assignee
FIRST COMMERCIAL BANK
 Type Name of Individual or Business

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

Part of Block 2, Cahaba Valley Park North, as recorded in Map Book 13, Page 140, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Commence at the centerline point of curvature station 39 + 23.95 of Cahaba Valley Parkway, said point being the beginning of a curve to the right, said curve having a radius of 253.71 feet and subtending a central angle of 15° 21' 34"; thence run Northeasterly along the arc of said curve and along said centerline of Cahaba Valley Parkway for 68.01 feet to a point; thence from tangent to said curve, turn an angle to the left of 90° 00' 00" to become radial to said curve and run Northwesterly for 30.00 feet to the Westerly right of way line of Cahaba Valley Parkway and the Northeasterly corner of the Birmingham Valve and Fitting Site, said point being the point of beginning; thence turn an angle to the right of 02° 03' 34" and run Northwesterly along the North line of said Birmingham Valve and Fitting Site for 241.19 feet to the Northwest corner of said Birmingham Valve and Fitting Site, said point being on the West line of said Block 2, Cahaba Valley Park North; thence turn an angle to the right of 72° 34' 52" and run Northerly along the West line of said Block 2 for 428.99 feet to the Northwesterly corner of said Block 2; thence turn an angle to the right of 138° 21' 02" and run Southeasterly for 481.77 feet to a point on the Northwesterly right of way line of Cahaba Valley Parkway; thence turn an angle to the right of 91° 20' 27" to become tangent to a curve to the left, said curve having a radius of 283.71 feet and subtending a central angle of 34° 19' 55"; thence run Southwesterly along the arc of said curve and along the Northwesterly right of way line of said Cahaba Valley Parkway for 170.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

Inst # 1998-37019

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SHELBY COUNTY JUDGE OF PROBATE
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