

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM:  
American Printing Co.  
(205) 254-3171

☐ The Debtor is a transmitting utility  
as defined in ALA CODE 7-9-105(n).

No. of Additional  
Sheets Presented: **4**

This FINANCING STATEMENT is presented to a Filing Officer for  
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Clark Collier  
Dominick, Fletcher  
2121 Highland Avenue S.  
Birmingham, AL 35205

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Stagner, R. Charles  
2147 Riverchase Office Road  
Birmingham, AL 35244

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

Compass Bank  
P.O. Box 10566  
Birmingham, AL 35296

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

COLLATERAL IS MORE PARTICULARLY DESCRIBED IN EXHIBIT B ATTACHED  
HERETO AND MADE A PART HEREOF. THE REAL ESTATE REFERRED TO ON  
EXHIBIT B MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED  
HERETO AND MADE A PART HEREOF.

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

Inst # 1998-44724  
11/12/1998-44724  
07:54 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CRH 19.00

Filed With: Judge of Probate Shelby County

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

\* THIS FINANCING STATEMENT IS FILED AS ADDITIONAL COLLATERAL FOR THE  
MORTGAGE FROM R. CHARLES STAGNER, TO COMPASS BANK RECORDED CONTEMP-  
ORANEOUSLY HERewith.

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 \$

PD ON MTGE.\*

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)

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

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

Type Name of Individual or Business

STANDARD FORM UNIFORM COMMERCIAL CODE — FORM UCC-1  
Approved by The Secretary of State of Alabama

(1) FILING OFFICER COPY — ALPHABETICAL  
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT  
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

## EXHIBIT "A"

(Page 1 of 2)

### Parcel I:

Part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 19, Township 19 South, Range 2 West, Shelby County, City of Hoover, Alabama, being more particularly described as follows:

From the Southwest corner of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 19, run in an easterly direction along the South line of said Quarter-Quarter Section for a distance of 383.29 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a northerly direction for a distance of 472.62 feet, more or less, to a point on a curve on the southerly right of way line of Riverchase Office Road, as shown on map recorded in Map Book 7, Page 124, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 114 degrees 23 minutes 53 seconds to the tangent of a curve to the left, said curve having a central angle of 23 degrees 56 minutes 00 seconds and a radius of 430.00 feet and being concave in a northerly direction; thence run in an easterly direction along the arc of said curve and said southerly right of way line for a distance of 179.62 feet, more or less, to an existing iron pin being the northeasterly corner of the John H. Harland Company property, and the point of beginning; thence turn an angle to the right and run in a southerly direction along a line radial to said curve, and along the easterly line of the John H. Harland Company property for a distance of 203.88 feet to an existing iron pin; thence turn an angle to the left of 19 degrees 00 minutes and run in a southeasterly direction for a distance of 92.59 feet; thence turn an angle to the left of 91 degrees 27 minutes 17 seconds and run in a northeasterly direction for a distance of 323.26 feet to a point of curve on the Southwesterly right of way line of Riverchase Office Road, said last mentioned line being radial to said curve; said curve having a central angle of 47 degrees 50 minutes 04 seconds and radius of 65.0 feet and being concave in an easterly direction; thence run in a northerly direction along the arc of said curve and said southwesterly right of way line for a distance of 54.27 feet to a point of reverse curve, said curve having a central angle of 61 degrees 18 minutes 59 seconds, a radius of 25.00 feet and being concave in a westerly direction; thence run in a northerly direction along the arc of said curve and said right of way line for a distance of 26.75 feet to the end of the second curve and the point of beginning of a third curve; said third curve having a central angle of 58 degrees 44 minutes 48 seconds, a radius of 240.00 feet and being concave in a southwesterly direction; thence run along the arc of said curve for a distance of 246.08 feet to the end of said curve; thence tangent to the end of said curve run in a westerly direction along the southerly right of way line of Riverchase office Road for a distance of 104.38 feet to a point of a curve to the right, said curve having a central angle of 2 degrees 41 minutes 00 seconds and a radius of 430.00 feet, and being concave in a northerly direction; thence run in a westerly direction along the arc of said curve and said right of way line for a distance of 20.14 feet, more or less, to the Northeast corner of the John H. Harland Company property and the point of beginning; being situated in Shelby County, Alabama.

SEE ATTACHED CONTINUATION

RE: Brown & Stagner Enterprises to R. Charles Stagner

## EXHIBIT "A"

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### Parcel II:

Part of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  Section 19, Township 19 South, Range 2 West, Shelby County, City of Hoover, Alabama, being more particularly described as follows:

From the Southwest corner of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 19, run in an easterly direction along the South line of said Quarter-Quarter Section for a distance of 383.29 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a northerly direction for a distance of 472.62 feet, more or less, to a point on a curve on the southerly right of way line of Riverchase Office Road, as shown on map recorded in Map Book 7, Page 124 in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an angle to the right of 114 degrees 23 minutes 53 seconds to the tangent of a curve to the left, said curve having a central angle of 23 degrees 56 minutes 00 seconds and a radius of 430.00 feet and being concave in a northerly direction; thence run in a easterly direction along the arc of said curve and said southerly right of way line for a distance of 179.62 feet, more or less, to an existing iron pin being the northeasterly corner of the John H. Harland Company property; thence turn an angle to the right and run in a southerly direction along a line radial to said curve; and along the easterly line of the John H. Harland Company property for a distance of 203.88 feet to an existing iron pin; thence turn an angle to the left of 19 degrees 00 minutes and run in a southeasterly direction for a distance of 92.59 feet, more or less, to the point of beginning; thence turn an angle to the right of 0 degrees 02 minutes 30 seconds and run in a southeasterly direction for a distance of 417.62 feet to an existing iron pin; thence turn an angle to the left of 93 degrees 00 minutes 37 seconds and run in a northeasterly direction for a distance of 122.17 feet to an existing iron pin; thence turn an angle to the left of 86 degrees 59 minutes 23 seconds and run in a northwesterly direction for a distance of 320.24 feet to an existing iron pin; thence turn an angle to the right of 63 degrees 42 minutes 09 seconds and run in a northeasterly direction for a distance of 224.37 feet to an existing iron pin being on the South line of Riverchase Office Road; thence turn an angle to the left of 155 degrees 11 minutes 56 seconds and run in a southwesterly direction for a distance of 323.26 feet, more or less, to the point of beginning.

RE: Brown & Stagner Enterprises to R. Charles Stagner



## **EXHIBIT B**

### **TO UCC-1 FINANCING STATEMENT FROM R. CHARLES STAGNER, AS DEBTOR TO COMPASS BANK, AS SECURED PARTY**

**1.0 DEFINED TERMS.** As used in this Financing Statement, the following terms shall have the following meanings:

"Appurtenant Rights" means all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter appurtenant to, or used or useful in connection with, or located on, under or above the Property, or any part or parcel thereof, and all ground leases, estates, rights, title, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Property, or any part thereof.

"Equipment" means all fixtures and equipment located on, attached to or used or useful in connection with the Property, including, but not limited to, televisions, carpeting, telephones, cash registers, computers, lamps, glassware, and kitchen equipment.

"General Intangibles" means all general intangibles and other intangible personal property arising out of or connected with the Property (other than Accounts, Instruments, Inventory, Money, and Permits), including, without limitation, things in action, contract rights and other rights to payment of money.

"Improvements" means all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Property, including, but not limited to, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to the Property or said buildings, structures or improvements.

"Money" means all monies, cash, rights to deposit or savings accounts or other items of legal tender obtained from or for use in connection with the operation of the Property.

"Permits" means all licenses, permits and certificates used or useful in connection with the ownership, operation, use or occupancy of the Property, including, without limitation, building permits, business licenses, licenses to conduct business, and all such other permits, licenses and rights, obtained from any governmental, quasi-governmental or private person or entity whatsoever concerning ownership, operation, use or occupancy.

"Proceeds" means all proceeds (whether cash or non-cash, moveable or immoveable, tangible or intangible) including proceeds of insurance and condemnation from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the Property.

"Property" means the real estate which is more particularly described in Exhibit A hereto.

"Rents" means all rent and other payments of whatever nature from time to time payable pursuant to leases of the Property or for retail space or other space at the Property.

2.0 **COLLATERAL COVERED.** This Financing Statement covers all of Debtor's right, title and interest in and to the following tangible and intangible personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances, whether now owned or hereafter owned or hereafter acquired, and including replacements, additions, accessions, substitutions and products (which together with the Property is herein collectively referred to as the "Collateral"):

- a) All Improvements and Equipment (as such terms are herein defined);
- b) All Appurtenant Rights (as such term is herein defined);
- c) All Rents (as such term is herein defined);
- d) All General Intangibles, Money, and (to the full extent assignable) Permits (as such terms are herein defined); and
- (e) All Proceeds (as such term is herein defined).