

Important: Read Instructions on Back Before Filling out Form.

96929

Inst. # 1998-51964
12/30/1998-51964
08:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
JOS. ORR 19.00

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

0 0 1	— — —
1 0 2	— — —
1 0 3	— — —
2 0 0	— — —
3 0 2	— — —
5 0 0	— — —
7 0 0	— — —

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

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)

Statement of Purpose

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

Significance of Districts)

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

True Name of Individual or Business

Type Name of Individual or Business

SCHEDULE I
TO
UCC FINANCING STATEMENT

Signature of Debtor:

PELHAM INDUSTRIAL ENTERPRISES
EIGHT, L.L.C.,
an Alabama limited liability company

By: ESTATE OF D. BUNKIN

By: Helen P. Bunkin
Helen P. Bunkin

Its: Personal Representative

Its: Member

By: Marvin R. Engel
Marvin R. Engel

Its: Member

By: Charles H. Stephens
Charles H. Stephens

Its: Member

By: Marc A. Eason
Marc A. Eason

Its: Member

Debtor Taxpayer ID No: 63-1118053

EXHIBIT A
TO
UCC FINANCING STATEMENT

- A. All fixtures and articles of property now or hereafter attached to, or used or adapted for use in the ownership, development, operation or maintenance of the buildings, improvements and land at the below-described real estate (the "Property") (whether such items are leased, are owned or subject to any title retaining or security instrument, or are otherwise used or possessed), including without limitation all heating, cooling, air-conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric and communication fixtures, equipment, machinery and apparatus, all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters and furnaces, all ranges, stoves, disposers, refrigerators and other appliances, all escalators and elevators, all baths and sinks, all cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows and sash, all carpeting, underpadding, floor covering, panelling and draperies, all furnishings of public spaces, halls and lobbies, and all shrubbery and plants; all of which items shall be deemed part of the real property and not severable wholly or in part without material injury to the freehold; provided, however, that personal property and trade fixtures owned or supplied by tenants of the Property with the right of removal at the termination of their tenancies shall not be included within the scope of this paragraph.
- B. All present and future contracts and policies of insurance which insure said real estate or any building, structures or improvements thereon, or any such fixtures or personal property, against casualties and theft, and all monies and proceeds and rights thereto which may be or become payable by virtue of any such insurance contracts or policies.
- C. All of the rents, revenues, issues, profits and income of the Property, and present and future leases and other agreements for the occupancy or use of all or any part of the Property, including without limitation all cash or security deposits, advance rentals and deposits or payments of similar nature, and all guaranties of tenants' or occupants' performances under such leases and agreements; subject, however, to the assignment of rent and other property to the Secured Party.
- D. All general intangibles relating to the development or use of the Property, including without limitation all permits, licenses and franchises, all names under or by which the Property may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, logos and good will in any way relating to the Property.
- E. All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Property, including any awards

for damages sustained to the Property for a temporary taking, change in grade of streets or taking of access.

- F. All water stock relating to the Property, all shares of stock or other evidence of ownership of any part of the Property that is owned by Debtor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property.
- G. All products and proceeds of all of the foregoing.

The Property is located in the County of Shelby, State of Alabama, and is legally described as follows:

Lot 6 of Cahaba Valley Business Park Resurvey Number 3 as recorded in Map Book - 24 page 145 in the Probate Office of Shelby County, Alabama; and being more particularly described as follows:

Part of Block 3 of 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 NE corner of the NW 1/4 of the NE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, said 1/4-1/4 Section corner being 1,331.88 feet, measured (1,331.96 feet, record) West of the Northeast corner of Section 31, Township 19 South, Range 2 West, said point being the Northeast corner of said Block 3 of Cahaba Valley Park North and the Northeast corner of the survey of the Alagasco Site by Joseph A. Miller, Jr., dated March 2, 1995, and the Northwest corner of the Survey of the Driver's Mart Site by Joseph A. Miller, Jr., dated December 18, 1996; thence run West along the North line of said NW 1/4 of the NE 1/4 of said Section 31 and along the North line of said Block 3 and the North line of said Alagasco Site for 588.83 feet to a point on the East right of way line of Cahaba Valley Parkway North, said point being 60.08 feet east of the Northwest corner of said Block 3; thence 92 deg. 39 min. 22 sec. left and run southerly along the East right of way line of said Cahaba Valley Parkway North and along the West property line of the Alagasco Site for 427.54 feet to the Northwest corner of Lot 5 of Cahaba Valley Business Park Resurvey No. 2, as recorded in Map Book 23 page 42 in the Office of the Probate Judge of Shelby County, Alabama; thence continue southerly along the last stated course and along the East right of way line of said Cahaba Valley Parkway North, and along the West line of said Lot 5 for 365.33 feet to the Southwest corner of said Lot 5 and the point of beginning of the site herein described; thence continue southerly along the last stated course and along said right of way line for 295.46 feet; thence 90 deg. 00 min. 00 sec. left and run easterly for 575.08 feet to a point on the West line of said Driver's Mart Survey; thence 89 deg. 17 min. 22 sec. left and run northerly along the West line of said Driver's Mart Survey for 295.48 feet to the Southeast corner of said Lot 5; thence 90 deg. 42 min. 38 sec. left and run westerly along the South line of said Lot 5 for 578.74 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with the easement contained in the Grant of Easement dated December 18, 1998,
recorded in the Probate Office of Shelby County with the following recording information:

Inst. No. 1998-50652

Inst. # 1998-51964

12/30/1998-51964
08:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
-4000 CRH 19.00