

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets Presented: 2 (#11)	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to Brian T. Williams, Esquire Dominick, Fletcher, Yeilding, Wood & Lloyd, P.A. P. O. Box 1387 Birmingham, Alabama 35201-1387			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office Index # 1999-04326 02/01/1999-04326 12:04 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 CRH 12.00
2. Name and Address of Debtor (Last Name First if a Person) Rice Land Company, L.L.C. 2511 28th Street, S.W. Birmingham, Alabama 35211			
Social Security/Tax ID # _____			
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____			
<input type="checkbox"/> Additional debtors on attached UCC-E			
3. SECURED PARTY (Last Name First if a Person) Tidmore Oil Co., Inc. P. O. Box 1114 Columbiana, Alabama 35051			4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) Joe L. & Beverly J. Tidmore P. O. Box 227 Columbiana, Alabama 35057 Charles O. & Brenda J. Tidmore 205 Alston Farm Road Columbiana, Alabama 35051
Social Security/Tax ID # _____			
<input type="checkbox"/> Additional secured parties on attached UCC-E			
5. <input checked="" type="checkbox"/> This statement refers to original Financing Statement bearing File No. 1997-22505 Filed with Shelby County Judge of Probate			Date Filed July 17 19 97
6. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.			
7. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.			
8. <input type="checkbox"/> Partial or <input checked="" type="checkbox"/> Full. The Secured Party's right under the financing statement bearing file number shown above to the property described in item 11 or to all of the property listed on this file, is assigned to the assignee whose name and address appears in item 4.			
9. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in item 11.			
10. <input type="checkbox"/> Partial Release. Secured Party releases the collateral described in item 11 from the financing statement bearing file number shown above.			
11. See attached Exhibit A for description of collateral.			
11A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: 5 0 0			
Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.			

Signature(s) of Debtor(s)

Signature(s) of Debtor(s) (necessary only if item 9 is applicable)

Type Name of Individual or Business

Signature(s) of

Tidmore Oil Co., Inc.

Assignor

By: *X Joe L. Tidmore*

its president

EXHIBIT A

All of the Debtor's right, title and interest in, to and under all tangible and intangible personal property and fixtures of the Debtor, whether now owned or hereafter acquired by the Debtor, including the following (all such property and fixtures being hereinafter collectively referred to as the "Collateral"):

(a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the real estate described on Exhibit A (the "Real Estate"), and 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 said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Real Estate, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Real Estate (including, but not limited to, any pumps, tanks and canopies now located on the Real Estate) (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Estate and a part of the Real Estate as between the parties hereto and all persons claiming by, through or under them, and which *shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;*

(b) 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 located on the Real Estate or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Real Estate or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

(c) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Real Estate from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as Debtor is not in default or such collection is not otherwise restricted.

EXHIBIT "A"

Commence at the SE corner of the NW 1/4 of the NW 1/4, Section 23, Township Range 3 West and run Westerly along South line of said 1/4-1/4 section 8.6 f turn right 98° 43' and run Northerly 272.20 feet to a point on the Westerly way of Alabama Highway 119, said point also being the Point of Beginning continued along last described course and along said right-of-way, 190.00 f turn left 100° 51' 54" and run Southwesterly 250.00 feet; thence turn left and run Southwesterly 190.00 feet; thence turn left 100° 51' 54" and run Nor 250.00 feet to the point of beginning.

Inst # 1999-04326

02/01/1999-04326
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