

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

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: _____	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Najjar Denaburg, P.C. ATTN: KARREN UNDERWOOD 2125 Morris Avenue Birmingham, AL 35203 Pre-paid Acct. # _____		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 1999-20457 05/14/1999-20457 12:09 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 MMS 18.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) Cornerstone Building Company, Inc. 2232 Cahaba Valley Drive Birmingham, Alabama 35242 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) Compass Bank 2nd Floor Daniel Building 15 South 20th Street Birmingham, AL 35233 Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) Filed with Judge of Probate Shelby County
<input type="checkbox"/> Additional secured parties on attached UCC-E		

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

The property described on Schedule "I" attached hereto and incorporated herein by this reference.

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

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.

Cornerstone Building Company, Inc.
 By: Donald M. Acton
 Signature(s) of Debtor(s) **Donald M. Acton, President**
Cornerstone Building Company, Inc.
 Type Name of Individual or Business

7. Complete only when filing with the Judge of Probate:
 The initial indebtedness secured by this financing statement is \$ Given as additional security for mortgage recorded simultaneously herewith.
 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)
John M. McClellan
 Signature(s) of Secured Party(ies) or Assignee

 Signature(s) of Secured Party(ies) or Assignee
Compass Bank
 Type Name of Individual or Business

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Cornerstone Building Company, Inc.

Secured Party/Mortgagee: Compass Bank

+++++

The following (hereinafter "Mortgaged Property"):

a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;

b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;

c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

d) Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.

e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

g) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

h) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

EXHIBIT "A"

TRACT NO. 1: Commence at a corner in place accepted as the Southeast corner of the Northwest one-fourth of the Northeast one-fourth of Section 11, Township 20 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 02° 15' 01" East along the East boundary of said Northwest one-fourth of the Northeast one-fourth and along the East boundary of the Southwest one-fourth of the Southeast one-fourth and the East boundary of the South one-half of the Northwest one-fourth of the Southeast one-fourth of Section 2, Township 20 South, Range 1 West, Shelby County, Alabama for a distance of 3327.01 feet to a corner in place; thence proceed North 89° 02' 07" West along the North boundary of said South one-half of the Northwest one-fourth of the Southeast one-fourth of said Section 2 for a distance of 1322.79 feet to a corner in place; thence proceed South 01° 38' West along the West boundary of said Northwest one-fourth of the Southeast one-fourth of said Section 2 for a distance of 232.26 feet to a point on the Southerly right-of-way line of the Plantation Pipe Lines 50 foot right-of-way; thence continue South 01° 38' West along the West boundary of said Northwest one-fourth of the Southeast one-fourth and along the West boundary of the Southwest one-fourth of the Southeast one-fourth of said Section 2 for a distance of 1091.09 feet to a corner in place; thence proceed South 01° 32' 22" West along the West boundary of the Southwest one-fourth of the Southeast one-fourth of said Section 2 for a distance of 635.20 feet to a corner in place, being the Southwest corner of the Southwest one-fourth of the Southeast one-fourth of said Section 2, Township 20 South, Range 1 West; thence proceed South 02° 00' 31" West along the West boundary of the Northwest one-fourth of the Northeast one-fourth of Section 11 for a distance of 1339.90 feet to a corner in place, being the Southwest corner of the Northwest one-fourth of the Northeast one-fourth of said Section 11; thence proceed South 89° 02' 27" East along the South boundary of said Northwest one-fourth of the Northeast one-fourth of said Section 11 for a distance of 1336.04 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Northeast one-fourth of Section 11, Township 20 South, Range 1 West and the Southwest one-fourth of the Southeast one-fourth and the Northwest one-fourth of the Southeast one-fourth of Section 2, Township 20 South, Range 1 West, Shelby County, Alabama.

TRACT NO. 2: Commence at a corner in place accepted as the Southeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 2, Township 20 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 01° 32' 22" East along the East boundary of said quarter-quarter section for a distance of 635.20 feet to a corner in place; thence proceed North 88° 57' 11" West for a distance of 1341.69 feet to a corner in place; thence proceed South 01° 37' 11" West along the West boundary of said quarter-quarter section for a distance of 649.13 feet to a corner in place accepted as the Southwest corner of the Southwest one-fourth of the Southwest one-fourth of said section; thence proceed South 33° 41' 44" East along the South boundary of said section for a distance of 1338.73 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Southwest one-fourth of Section 2, Township 20 South, Range 1 West, Shelby County, Alabama.

TRACT NO. 3: Commence at a corner in place accepted as the Southeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 2, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 01° 37' 11" West along the East boundary of said quarter-quarter section for a distance of 46.0 feet to the point of beginning. From this beginning point continue North 01° 37' 11" West along the East boundary of said quarter-quarter section for a distance of 329.54 feet to a corner in place; thence proceed North 43° 54' 17" West for a distance of 640.83 feet to a point on the easterly right-of-way line of Shelby County Highway No. 47; thence proceed Westerly along the easterly right-of-way line of said road for a chord bearing and distance of South 47° 52' 22" West, 547.62 feet; thence proceed South 63° 14' 29" East for a distance of 941.32 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the Southwest one-fourth of Section 2, Township 20 South, Range 1 West, Shelby County, Alabama.

TRACT NO. 4: Commence at a corner in place accepted as the Southeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 2, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 01° 32' 22" East along the East boundary of said quarter-quarter section for a distance of 635.20 feet to a corner in place, said point being the point of beginning. From this beginning point proceed North 01° 38' East along the East boundary of the Southwest one-fourth of the Southwest one-fourth and along the East boundary of the Northwest one-fourth of the Southwest one-fourth of said section for a distance of 1091.09 feet to its point of intersection with the Southerly right-of-way line of the Plantation Pipe Lines 50 foot right-of-way; thence proceed South 63° 32' 01" West along the Southerly right-of-way line of said pipeline right-of-way for a distance of 1322.25 feet to its point of intersection with the West boundary of said Southwest one-fourth of the Southwest one-fourth of said section; thence proceed South 01° 36' 31" West along the West boundary of said quarter-quarter section for a distance of 385.01 feet; thence proceed South 88° 57' 11" East for a distance of 1341.69 feet to the point of beginning.

TRACT NO. 5:

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 11, Township 20 South, Range 1 West, Shelby County, being more particularly described as follows: Commence at the NE corner of the NE 1/4 of the NW 1/4 of said Section; thence South 89 deg. 13 min. 46 sec. West a distance of 677.13 feet; thence South 25 deg. 33 min. 51 sec. East a distance of 249.42 feet; thence South 18 deg. 56 min. 03 sec. West a distance of 177.59 feet; thence South 58 deg. 38 min. 27 sec. West a distance of 88.48 feet; thence South 1 deg. 54 min. 47 sec. West a distance of 234.22 feet; thence North 88 deg. 58 min. 07 sec. East a distance of 711.34 feet; thence North 0 deg. 04 min. 04 sec. West a distance of 669.80 feet (669.42 feet measured) to the point of beginning; being situated in Shelby County, Alabama.

Together with a non-exclusive easement for ingress and egress and utilities over, across and through the Northerly 30 feet only of the real property set out herein below and more particularly described as follows: Lot 1, according to the Survey of Autry Land Division, as recorded in Map Book 14 page 32 in the Probate Office of Shelby County, Alabama.

Inst # 1999-20457

05/14/1999-20457
12:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.00
004 MWS