

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

Important: Read Instructions on Back Before Filling out Form.

RECORDED FROM:
Alabama Printing Co.
254-3171

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	2	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
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1. Return copy or recorded original to:	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
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A. Eric Johnston
2700 Highway 280, Suite 220 West
Birmingham, Alabama 35223

2. Name and Address of Debtor	(Last Name First if a Person)
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Ingram Equipment Company, L.L.C.
5319 Highway 280 South
Birmingham, Alabama 35243

Social Security/Tax ID #	
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2A. Name and Address of Debtor	(IF ANY)	(Last Name First if a Person)
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Social Security/Tax ID #	
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<input type="checkbox"/> Additional debtors on attached UCC-E	
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3. SECURED PARTY (Last Name First if a Person)	4. ASSIGNEE OF SECURED PARTY	(IF ANY)	(Last Name First if a Person)
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Ingram Equipment, Incorporated
1961 County Road 69
Chelsea, Alabama 35043

Social Security/Tax ID #	
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<input type="checkbox"/> Additional secured parties on attached UCC-E	
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5. The Financing Statement Covers the Following Types (or items) of Property:

Equipment, inventory and personal property

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

300

302

303

800

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)	7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ <u>111,801.40</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>167.85</u>
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.	<input type="checkbox"/> 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)
<input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.	
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected.	
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor	
<input type="checkbox"/> as to which the filing has lapsed.	

J. D. Ring, Jr. Manager
Signature(s) of Debtor(s)

Signature(s) of Debtor(s)
Ingram Equipment Company, L.L.C.

Type Name of Individual or Business

(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)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Approved by The Secretary of State of Alabama

Inst # 1999-29451
07/14/1999 CERTIFIED
10:17 AM JUDGE OF PROBATE
SHAY COUNTY JUDGE OF PROBATE
184.85

STATE OF ALABAMA)
:
SHELBY COUNTY)

SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: that, for and in consideration of the indebtedness of the undersigned, **Ingram Equipment Company, LLC**, an Alabama limited liability company (hereinafter referred to as the "Debtor"), to **Ingram Equipment, Incorporated**, an Alabama corporation (hereinafter referred to as "Secured Party"), in the sum of One Hundred Eleven Thousand, Eight Hundred One and 40/100 Dollars (\$111,801.40), due by Promissory Note, dated July 1, 1999, and payable together with any extensions or renewals thereof or any part thereof, and also any future advancements or loans, together with interest thereon, and any costs, attorneys' fees and other charges which may be incident thereto or to this Security Agreement, the Debtor, in order to secure prompt payment of said indebtedness to Secured Party, does hereby grant to said Security Party a security interest in and to the following described property, *to-wit*:

The items of shop equipment, furniture and fixtures identified on Exhibit A attached hereto, together with any replacement shop equipment, furniture and fixtures (the "Property").

Any default by Debtor in the terms and conditions of the Promissory Note, or any other note for which this Security Agreement provides security, is also a default under this Agreement. In the event of any such default, Secured Party is authorized to take possession of the Property, with or without notice to Debtor, and may sell the Property at public or private sale, with or without notice. Secured Party shall apply the proceeds of said

sale first to the payment of reasonable attorneys' fees incurred for foreclosure of this Security Agreement, second to the payment of any expenses of advertising and selling, and lastly, to the payment of the amount, with interest, that may be due on said indebtedness. The Secured Party or its assigns are authorized to bid and become the purchasers of the Property at any such public or private sale.

WITNESS our hands and seals, this the 1ST day of July, 1999.

Debtor:
Ingram Equipment Company, LLC

By:

Its *J. D. King Jr.*

Its *Manager*

Secured Party:
Ingram Equipment, Incorporated

By:

Its *T. D. Ingram Jr.*

Its *President*

DFYWL-79182

Inst # 1999-29451

-2- 07/14/1999-29451
10:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 184.85