

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

cut here

☐ 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:

Ray D. Gibbons, Esq.
1400 SouthTrust Tower
Birmingham, Alabama 35203

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Jenkins Development Company, L.L.C.
P.O. Box 91
Montgomery, Alabama 36101

Social Security/Tax ID#

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

SEE SCHEDULE B FOR ADDITIONAL DEBTORS

Social Security/Tax ID#

FILED WITH: Shelby County, Alabama

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

SouthTrust Bank, National Association
P.O. Box 2554
Birmingham, Alabama 35290

Social Security/Tax ID#

☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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

See Schedule A attached hereto for description of collateral.

This UCC-1 is to be cross-indexed in the real estate records.

Debtor is the record owner of the real estate described on Exhibit A.

This UCC-1 is filed as additional security for an indebtedness secured
by a Mortgage and Security Agreement recorded simultaneously herewith.

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

102

500

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 \$ \$3,020,000.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ N/A

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 Debtor(s)

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

Signature(s) of Debtor(s)

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

SEE SCHEDULE B ATTACHED HERETO

SEE SCHEDULE B ATTACHED HERETO

Type Name of Individual or Business

Type Name of Individual or Business

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

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

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

SCHEDULE "A" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF COLLATERAL)

"Collateral" means the following: (1) the Mortgaged Property; (2) the Borrower's Interest in the Assigned Documents; and (3) all amounts that may be owing from time to time by the Bank to the Borrower in any capacity, including, without limitation, any balance or share belonging to the Borrower, of any Deposit Accounts or other account with the Bank.

As used in this Schedule "A", "Borrower" shall mean the Debtor, and "Bank" shall mean the Secured Party, and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement among C&M Development, L.L.C., Jenkins Brick Company, L.L.C., Super-Step Development Corporation, and Secured Party (and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply):

"Assigned Documents" means, collectively, (i) the Assigned Leases, (ii) the Construction Documents; (iii) any and all other agreements entered into by Borrower with any property manager, broker, or other Person with respect to the management, leasing, or operation of the Mortgaged Property, (iv) any and all Governmental Approvals with respect to the Mortgaged Property, and (v) any and all operating, service, supply, and maintenance contracts with respect to the Mortgaged Property; and "Assigned Document" means any one of the Assigned Documents, singularly.

"Assigned Leases" means all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property (including, but not limited to, the Required Leases), and each modification, extension, renewal and guarantee thereof, including the Rents.

"Borrower's Interest" means all the right, title and interest of Borrower of whatever kind, nature, and description, whether now existing or hereafter arising.

"Construction Documents" means, collectively, the General Contractor's Contract and the Plans and Specifications, any and all other agreements entered into by Borrower with any contractor, architect, engineer, or other Person with respect to the construction of the Project, and any and all other plans and specifications with respect to the Project; and "Construction Document" means any one of the Construction Documents, singularly.

"Improvements" means the "Improvements" as defined in the attached Schedule "A-1".

"Land" means the "Land" as defined in the attached Schedule "A-1".

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Project" means the distribution facility and related site improvements to be constructed at the Land to be acquired by Borrower and located in Madison County, Alabama, and in accordance with the Plans and Specifications.

SCHEDULE "A-1" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF MORTGAGED PROPERTY, LAND & IMPROVEMENTS)

All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) Those certain tracts, pieces or parcels of land, and interests in land, located in Houston County, Alabama, Montgomery County, Alabama, and Shelby County, Alabama, more particularly described in Exhibits A-1 through A-4 attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, 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, cleaning apparatus, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by any Borrower and which are or shall be attached to said buildings, structures or improvements, 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 Land (collectively the "Improvements");

(c) 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 Land 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 Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by any Borrower; and

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, 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 Borrowers of, in and to the same.

EXHIBIT "A-1" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF HOUSTON COUNTY LAND)

One lot or parcel of land in the City of Dothan, Houston County, Alabama, as surveyed by Branton Land Surveyors as per plat dated 2-1-94, and being more particularly described as follows:

Beginning at an existing iron pipe and fence on the North R/W of Carroll Street (60' R/W) marking the intersection of the West line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 3 North, Range 26 East and from said point run North $01^{\circ}36'01''$ West along said fence and the West line of said forty a distance of 243.99 feet to an existing iron pipe and the SW corner of the Ace Hardware Property; thence North $42^{\circ}07'00''$ East along the Southerly line of the Ace Hardware Property a distance of 369.15 feet to an existing iron pipe on the Southwesterly R/W of the Ross Clark Traffic Circle (250' R/W); thence South $43^{\circ}45'20''$ East along said R/W a distance of 200 feet to a set iron pipe; thence South $42^{\circ}07'00''$ West a distance of 418.77 feet to a set iron pipe; thence South $01^{\circ}36'01''$ East a distance of 65.41 feet to a set iron pipe on the North R/W of the above mentioned Carroll Street; thence North $89^{\circ}34'00''$ West along said R/W a distance of 100 feet to the point of beginning. Said land being located in the above mentioned forty.

EXHIBIT "A-2" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF MONTGOMERY COUNTY LAND)

Commence at the Southeast corner of the Southwest Quarter of Section 14, Township 16 North, Range 19 East, Montgomery County, Alabama; thence run along the North-South half section line of said Section 14, North 00°14'32" East, 1320.54 feet to an iron pin; thence North 00°18'09" East, 662.95 feet to an iron pin and the point of beginning; thence North 99°46'46" West, 320.67 feet to an iron pin; thence North 00°20'19" East, 376.09 feet to an iron pin lying on the South right of way of Highway 80; thence run along said right of way North 88°41'43" East, 320.06 feet to an iron pin; thence leave said right of way and run South 00°13'42" West, 384.62 feet to the point of beginning.

Said described property lying in the Southwest Quarter of Section 14, Township 16 North, Range 19 East, Montgomery County, Alabama.

EXHIBIT "A-3" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF SHELBY COUNTY LAND)

A parcel of land located in the Southwest Quarter of Section 31, Township 19 South, Range 2 West and the Northwest Quarter of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 31; thence run North along the quarter line 506.79 feet; thence left $121^{\circ}25'36''$, 1325.96 feet to the point of beginning; thence continue along the same course Southwesterly 87.36 feet; thence right $39^{\circ}39'13''$, 251.74 feet to the Easterly right of way of U.S. Highway 31; thence right $90^{\circ}00'$, 415.25 feet Northerly along said R.O.W.; thence right $90^{\circ}00'$, 319.00 feet; thence right $90^{\circ}00'$, 359.51 feet to the point of beginning.

SCHEDULE "B" TO UCC-1 FINANCING STATEMENT
(SIGNATURES)

DEBTORS:

C & M DEVELOPMENT, L.L.C.

By: Tommy D. Andreadis
Its: MC2

JENKINS DEVELOPMENT COMPANY, L.L.C.

By: Tommy D. Andreadis
Its: MC2

SUPER-STEP DEVELOPMENT CORPORATION

By: Tommy D. Andreadis
Its: CFO & Sec

SECURED PARTY:

SOUTHTRUST BANK, NATIONAL ASSOCIATION

By: Oliver Lamm
Its: Vice President

Inst # 1999-38613

09/15/1999-38613
10:07 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

007 MMS 23.00