

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

Important: Read Instructions on Back Before Filling out Form.

☐ The Debtor is a transmitting utility
as defined in ALA CODE 7-9-105(n).

No. of Additional
Sheets Presented: 4

This FINANCING STATEMENT is presented to a Filing Officer for
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Mark A. Franco, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
P O Box 116
Montgomery, AL 36101-0116

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Schein, Susan
Schein, Lonnie
3171 Pelham Hwy
Pelham, AL 35124

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

General Motors Acceptance Corporation
214 Centerview Drive, Ste 300
Brentwood, TN 37027

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

The property described on Exhibit "A" attached hereto
and made a part hereof.

This UCC-1 is being used as additional security for
a Mortgage filed simultaneously herewith in the Office
of the Judge of Probate of Shelby County, Alabama. To
be cross indexed in the mortgage records of Shelby
County, Alabama.

The inclusion of proceeds does not authorize the
disposal thereof.

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 \$ 1,850,000.00

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)

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

Inst # 1999-44341
10/28/1999-44341
08:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
20.00
005 MMS

Signature(s) of Debtor(s)

Susan Schein

Signature(s) of Debtor(s)

Lonnie Schein

Type Name of Individual or Business

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

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

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

Type Name of Individual or Business

SCHEDULE I

A parcel of land located in the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, containing 11.03 acres more or less and being more particularly described as follows:

Commence at the SE corner of said Section 24; thence North 0 deg. 00 min. 43 sec. East along the East line of said Section 24, a distance of 3091.67 feet to the point of beginning, said point lying on the Westerly right of way line Shelby County Highway #35 (right of way varies); thence leaving said right of way line, continue along last described course a distance of 122.36 feet; thence South 89 deg. 53 min. 22 sec. East a distance of 17.25 feet to a point lying on the Westerly right of way line of said Shelby County Highway #35; said point also lying on a curve to the left, having a radius of 1,183.24 feet and subtended by a chord which bears North 20 deg. 30 min. 43 sec. East a chord distance of 104.64 feet; thence along the arc of said curve and said right of way line a distance of 104.67 feet; thence leaving said right of way line North 89 deg. 31 min. 09 sec. West a distance of 728.73 feet; thence South 85 deg. 08 min. 35 sec. West a distance of 171.49 feet; thence South 78 deg. 53 min. 03 sec. West a distance of 69.31 feet to a point lying on the Easterly right of way line of US Highway #65 (right of way varies); thence South 30 deg. 27 min. 03 sec. East along said right of way line a distance of 418.49 feet; thence South 11 deg. 38 min. 24 sec. East along said right of way line a distance of 229.75 feet to its point of intersection with the northerly right of way line of Shelby County Highway #52 (right of way varies); thence South 64 deg. 41 min. 16 sec. East along said right of way line of Shelby County Highway #52 a distance of 357.18 feet; thence leaving said right of way line North 4 deg. 43 min. 16 sec. East a distance of 192.40 feet to a point on a curve to the left, having a radius of 200.0 feet, and is subtended by a chord which bears North 87 deg. 16 min. 35 sec. East a chord distance of 51.83 feet; thence along the arc of said curve a distance of 51.98 feet; thence North 79 deg. 49 min. 54 sec. East a distance of 31.05 feet to the beginning of a curve to the right, having a radius of 150.0 feet and is subtended by a chord which bears South 81 deg. 45 min. 32 sec. East a chord distance of 94.74 feet; thence along the arc of said curve a distance of 96.39 feet; thence South 63 deg. 21 min. 06 sec. East a distance of 59.72 feet to a point lying on the Westerly right of way line of aforesaid Shelby County Highway #35; thence North 26 deg. 38 min. 54 sec. East along said right of way line a distance of 41.93 feet; thence North 18 deg. 01 min. 40 sec. East along said right of way line a distance of 206.98 feet to the beginning of a curve to the left having a radius of 1,183.24 feet and is subtended by a chord which bears North 14 deg. 31 min. 46 sec. East a chord distance of 144.40; thence along the arc of said curve and said right of way line a distance of 144.49 feet to the point of beginning.

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Cahaba Title, Inc.
1900 Indian Lake Drive
Birmingham, AL 35244

198.4421.gmacschc.ex2

Inst # 1999-44341

10/28/1999-44341
08:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

005 MMS 20.00

LES

EXHIBIT "A"

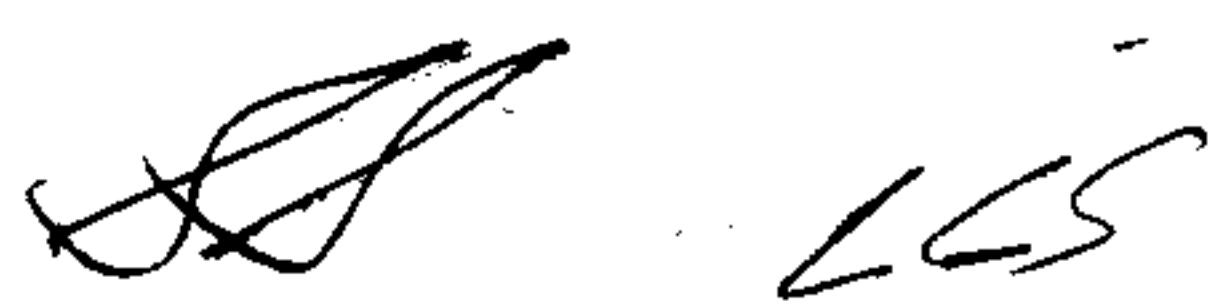
The following described personal property, fixtures, equipment, leases and rents located on or arising from the rental of the real property ("Real Property") described on Schedule I attached hereto:

TOGETHER with all buildings and improvements now or hereafter situated thereon, and all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Mortgagor (or any one or more of them) for the purpose of or used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located, including without limitation all lumber and lumber products, iron, steel, metal, bricks, building stones and building blocks, tile, plaster, sand and cement, asphalt, paving, shingles, roofing material, paint, doors, windows, hardware, nails, wires and wiring, pipes, plumbing and plumbing fixtures, air conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, grass, sod, shrubbery and plants, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

III

ALSO, in the event any building or improvements are constructed on the Mortgaged Premises, all fixtures, machinery, equipment and personal property of every nature, including without limitation all furniture, furnishings, goods, equipment, tools, automotive parts, accessories and other articles of personal property now or hereafter owned by the Mortgagor, any guarantor of the Note or any one or more of them, together with any proceeds therefrom and any replacements thereof, which are now or may hereafter be located and situated on or in the above described property or used or intended to be used in connection therewith, including without limitation all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing. Also, all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Mortgaged Premises and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon, on or under the Mortgaged Premises or any part thereof and used or usable in connection with any present or future operation of the Mortgaged Premises and now owned or hereafter acquired by Mortgagor or any one or more of them, including but without limiting the generality of the foregoing all heating, air conditioning, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lighting, electrical, gas, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, telephone and communications apparatus, equipment and fixtures, boilers, ranges, furnaces, oil burners or units thereof, appliances, air-cooling and air-conditioning apparatus, vacuum cleaning systems, elevators, escalators, hydraulic lifts, shades, awnings, screens, storm doors and windows, stoves,

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Handwritten signature and initials, possibly "JL" and "LS", in the bottom right corner.

refrigerators, cabinets, appliances, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, together with all building materials and equipment now or hereafter delivered to the Mortgaged Premises and intended to be installed therein, including but not limited to lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, ventilating appliances and equipment, including but not limited to any signage, pylons, power lifts, trade fixtures, parts bins, desks, chairs, workstations, tools, diagnostic equipment and any and all machinery and equipment used or useful in the operation of an automobile dealership on the Mortgaged Premises, together with all additions and accessions thereto and replacements thereof; and together with all proceeds (both cash and non-cash proceeds) from said property and all replacements thereof and substitutions therefor (provided, however, that the inclusion of proceeds, replacements and substitutions hereunder shall not be construed as authorizing, either expressly or by implication, the sale or other disposition of any such property without the Mortgagee's prior written consent, which sale or other disposition without the Mortgagee's prior written consent is hereby expressly prohibited). All of the above and foregoing property is hereby declared and shall be deemed to be fixtures and accessions to the real estate as between the parties hereto and all persons claiming by, through or under them.

IV


Also, all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any way appertaining.

V

- Also, all rents, profits, issues, revenues, receipts, avails, issues and profits which shall hereafter be realized, become due or be paid in connection with the operation and use of said Mortgaged Premises, reserving only the right to Mortgagor to collect, utilize and disburse said rents, profits, issues, revenues, receipts, avails, issues and profits so long as there is no event deemed to be a default under the Mortgage, the underlying Note, or any other instrument or agreement now or hereafter evidencing or securing the indebtedness evidenced by the underlying Note; provided, however, that except by and with the consent in writing of Mortgagee, no such rents, profits, issues or revenues shall at any time be payable, or paid to Mortgagor for a period of time in excess of thirty days in advance.

VI

Also, all right, title and interest of the Mortgagor arising under or by virtue of any and all contracts and agreements now or hereafter entered into by the Mortgagor (or any one or more of them) with respect to any construction at or upon the Mortgaged Premises or any part thereof, and any and all payment and performance bonds and builder's risk insurance policies

 665

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now or hereafter executed in connection therewith.

As used herein, defined terms shall have such meaning as may be ascribed to such terms in the Mortgage from Debtor to Secured Party dated October 25, 1999.

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 265