

1. Return copy or recorded original acknowledgement to:

James E. Vann, Esquire
Johnston & Conwell, L.L.C.
800 Shades Creek Parkway
Suite 325
Birmingham, AL 35209

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Schilleci, James Francis
215 Ridge Park Circle
Birmingham, AL 35216

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Schilleci, Jerome Bernard
3733 Valleyhead Road
Birmingham, AL 35223

Social Security/Tax ID #

☒ Additional debtors on attached UCC-E

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

First Commercial Bank
P.O. Box 11746
Birmingham, AL 35202-1746

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

All of the equipment, fixtures, contract rights, general intangibles, and tangible personal property of every nature now owned or hereafter acquired by Debtors, all additions, replacements, and proceeds thereof and all other property set forth in SCHEDULE A attached hereto located on the real property described on EXHIBIT A attached hereto.

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

ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER:

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 \$

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)

BY: First Commercial Bank

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

ITS: VP

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

First Commercial Bank

Type Name of Individual or Business

Signature(s) of Debtor(s)

JAMES FRANCIS SCHILLECI

Signature(s) of Debtor(s)

JEROME BERNARD SCHILLECI

James Francis Schilleci and Jerome Bernard Schilleci

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 PARTY

(5) FILE COPY DEBTOR(S)

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

Inst # 2000-04318

02/10/2000-04318

02:17 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

19.00

004 NWS

UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC-E

Important: Read Instructions on Back Before Filling out Form.

1) Page 1 of 1

1. Name and Address of Debtor (Last Name First if a Person)

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

Schilleci, Jack Bernard, Jr.
1453 Shades Crest Road
Birmingham, AL 35226

Social Security/Tax ID # _____

1A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Schilleci, Joan Rosalie
1437 Linda Vista Drive
Birmingham, AL 35226

Social Security/Tax ID # _____

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

2B.

5. This Additional Sheet covers the following Additional Types (or items) of Property:

5A. Collateral Code:

Jack Bernard Schilleci, Jr.
Signature(s) of Debtor(s) **JACK BERNARD SCHILLECI, JR.**
Joan Rosalie Schilleci
Signature(s) of Debtor(s) **JOAN ROSALIE SCHILLECI**
Jack Bernard Schilleci, Jr. and Joan Rosalie Schilleci
Type Name of Individual or Business

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

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

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-E
Approved by The Secretary of State of Alabama

SCHEDULE A

All tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being 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. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

EXHIBIT A

LOT 7-A:

A parcel of land in the South-Half of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northeast corner of the South-Half of said $\frac{1}{4}$ - $\frac{1}{4}$, Thence run North 82 degrees 58 minutes 11 seconds West 728.32 feet along the North line of said South half of said $\frac{1}{4}$ - $\frac{1}{4}$ line to the Point of Beginning.

Thence continue last course 315.67 feet,

Thence run South 21 degrees 32 minutes 30 seconds East 163.22 feet to a point on a clockwise curve having a Delta angle of 90 degrees 00 minutes 02 seconds with a Radius of 60.00 feet and a Tangent of 60.00 feet,

Thence run Southeast along the arc of said curve 94.25 feet,

Thence run North 68 degrees 20 minutes 30 seconds East 77.53 feet,

Thence run North 41 degrees 07 minutes 32 seconds East 156.74 feet to the POINT OF BEGINNING.

Subject to and benefiting from a non-exclusive easement for ingress, egress and utilities, described as follows:

Commence at the Northeast corner of the South-Half of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama:

Thence run North 82 degrees 58 minutes 11 seconds West 728.32 feet along the North line of said South-Half of said $\frac{1}{4}$ - $\frac{1}{4}$ section.

Thence run South 41 degrees 07 minutes 32 seconds West 100.74 feet,

Thence run South 68 degrees 20 minutes 30 seconds West 33.54 feet to the POINT OF BEGINNING:

Thence continue last course 43.99 feet to a point on a counter-clockwise curve on the Northeast right-of-way of a cul-de-sac on Canyon Park Circle, said curve with a Radius of 60.00 feet and a Delta angle of 90 degrees 00 minutes 02 seconds and a Tangent of 60.00 feet,

Thence turn Right 90 degrees 00 minutes 00 seconds to Tangent and run along the arc of said curve 94.25 feet,

Thence run North 21 degrees 39 minutes 30 seconds West 22.70 feet to a point on a clockwise curve with a Radius of 82.7 feet and a Delta angle of 47 degrees 32 minutes 46 seconds,

Thence run along the arc of said curve 68.63 feet,

Thence run South 59 degrees 15 minutes 02 seconds East 70.45 feet to the POINT OF BEGINNING.

EXHIBIT A

LOT 7-B:

A parcel of land in the South-Half of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of the South-Half of said $\frac{1}{4}$ - $\frac{1}{4}$, thence run North 82 degrees 58 minutes 11 seconds west 612.32 feet along the North line of said South half of said $\frac{1}{4}$ - $\frac{1}{4}$ line to the point of beginning: Thence continue last course 116.00 feet, thence run South 41 degrees 07 minutes 32 seconds west 156.74 feet, thence run South 68 degrees 20 minutes 30 seconds West 77.53 feet to a point on a clockwise curve having a Delta angle of 73 degrees 30 minutes 28 seconds with a radius of 60.00 feet and a Tangent of 44.81 feet, thence run Southwest along the arc of said curve 76.96 feet, thence run South 38 degrees 09 minutes 01 seconds East 161.11 feet, thence run North 32 degrees 31 minutes 16 seconds East 389.60 feet to the point of beginning. Subject to and benefiting from a non-exclusive easement for ingress, egress and utilities, described as follows: Commence at the Northeast corner of the South-Half of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County Alabama; thence run North 82 degrees 58 minutes 11 seconds West 728.32 feet along the North line of said South-Half of said $\frac{1}{4}$ - $\frac{1}{4}$ section, thence run South 41 degrees 07 minutes 32 seconds West 156.74 feet, thence run South 68 degrees 20 minutes 30 seconds West 33.54 feet to the point of beginning: Thence continue last course 43.99 feet to a point on a counter clockwise curve on the Northeast right of way of a cul-de-sac on Canyon Park Circle, said curve having a radius of 60.00 feet and a Delta angle of 90 degrees 00 minutes 02 seconds and a tangent of 60.00 feet; thence turn right 90 degrees 00 minutes 00 seconds to tangent and run along the arc of said curve 94.25 feet, thence run North 21 degrees 39 minutes 30 seconds West 22.70 feet to a point on a clockwise curve having a radius of 82.70 feet and a Delta angle of 47 degrees 32 minutes 46 seconds; thence run along the arc of said curve 68.63 feet; thence run South 59 degrees 15 minutes 02 seconds East 70.45 feet to the point of beginning.

Inst # 2000-04318

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SHELBY COUNTY JUDGE OF PROBATE

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