

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

**Important: Read Instructions on Back Before Filling out Form.**

REORDER FROM  
**Register, Inc.**  
514 PIERCE ST.  
P.O. BOX 218  
ANDOKA, MN. 55303  
(612) 421-1713

69889

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented <b>2</b>	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 acknowledgement to:  
**James E. Vann, Esquire**  
**Johnston & Conwell, L.L.C.**  
**800 Shades Creek Parkway**  
**Suite 325**  
**Birmingham, AL 35209**

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)

**A & J Holdings, L.L.C.**  
**661 Stuart Lane**  
**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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)  
**First Commercial Bank**  
**P.O. Box 11746**  
**Birmingham, AL 35202-1746**

FILED WITH:  
**Judge of Probate**

4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

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:**

2000 1 06717.

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)

**A & J HOLDINGS, L.L.C.**  
 BY: David R. Busby  
 Signature(s) of Debtor(s) **DAVID R. BUSBY, MANAGER AND MEMBER**  
 Signature(s) of Debtor(s)  
**A & J HOLDINGS, L.L.C.**  
 Type Name of Individual or Business

Signature(s) of Secured Party(ies)  
 (Required only if filed without debtor's Signature — see Box 6)  
**FIRST COMMERCIAL BANK**  
 BY: Mark R. Hope  
 Signature(s) of Secured Party(ies) or Assignee  
**ITS: Manager**  
 Signature(s) of Secured Party(ies) or Assignee  
**FIRST COMMERCIAL BANK**  
 Type Name of Individual or Business

## 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

A Parcel of land located in the Northeast Quarter of the Southwest Quarter of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Northerly direction along the East line of said quarter section for a distance of 360 feet, more or less, to the Northeasterly bank of Buck Creek; thence leaving said East line run in a Northwesterly direction along said Northeasterly line for a distance of 749 feet more or less to the Southernmost corner of that parcel as described in Instrument #1998-00864, as recorded in the Office of the Judge of Probate of Shelby County, Alabama; thence leaving said Northeasterly bank run in a Northeasterly direction along the Southeasterly line of the aforementioned parcel for a distance of 304.94 feet to the Southwesterly right of way line of Stuart Lane (right-of-way width varies); thence turn a deflection angle to the left of 90 degrees 02 minutes 20 seconds and leaving said Southeasterly line run in a Northwesterly direction along said Southwesterly line for a distance of 100.00 feet to the POINT OF BEGINNING; thence continue in a Northwesterly direction along said Southwesterly right of way line for a distance of 139.88 feet; thence turn a deflection angle to the left of 90 degrees 01 minutes 02 seconds and leaving said Southwesterly line run in a Southwesterly direction for a distance of 337.06 feet to the aforementioned Northeasterly bank of Buck Creek; thence turn a deflection angle to the left of 90 degrees 03 minutes 08 seconds and run in a Southeasterly direction along said Northeast bank for a distance of 139.58 feet to the Northwesterly line of the aforementioned parcel as described in Instrument #1998-00864; thence turn a deflection angle to the left of 89 degrees 53 minutes 49 seconds and leaving said Northeasterly bank run in a Northeasterly direction along said Northwesterly line for a distance of 336.89 feet to the POINT OF BEGINNING.

Inst. # 2000-06718

03/03/2000-06718  
09:33 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CJ1 17.00