

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

No. of Additional  
Sheets Presented: 1

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

1. Return copy or recorded original to  
CAPITOL DOCUMENT SERVICES  
815 N. 1ST AVENUE SUITE #4  
PHOENIX, AZ 85003

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)  
WILLIAMSON OIL CO., INC.  
P.O. BOX 680807  
FT. PAYNE, AL 35967

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)  
GREEN TREE FINANCIAL SERVICING  
CORPORATION N/K/A CONSECO FINANCE  
SERVICING CORP.  
7360 S. KYRENE ROAD  
TEMPE, AZ 85283 (See Attach. A)

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

FILED WITH:

Shelby County

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)  
TEXTRON FINANCIAL CORPORATION  
4545 S. WENDLER DR., SUITE #109  
TEMPE, AZ 85282

5. ☒ This statement refers to original Financing Statement bearing File No. 1999-04990  
Filed with Shelby County

Date Filed 02/04 19 99

6. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
7. ☐ Termination. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.  
8. ☐ Partial or The Secured Party's right under the financing statement bearing file number shown above to the  
9. ☒ Full Assignment. property described in item 11 or to all of the property listed on this file, is assigned to the assignee  
whose name and address appears in item 4.  
10. ☐ Amendment. Financing statement bearing file number shown above is amended as set forth in item 11.  
11. ☐ Partial Release. Secured Party releases the collateral described in item 11 from the financing statement bearing file  
number shown above.

Accu#:7036000815

11A. Enter Code(s) From  
Back of Form That  
Best Describes The  
Collateral Covered  
By This Filing

Check X if covered: ☐ Products of Collateral are also covered.

WILLIAMSON OIL CO., INC.

Signature(s) of Debtor(s)

Signature(s) of Debtor(s) (necessary only if item 9 is applicable)

Type Name of Individual or Business

GREEN TREE FINANCIAL SERVICING CORPORATION N/K/A CONSECO FINANC  
Signature(s) of Secured Party(ies) PHYLLIS A. KNIGHT, SENIOR VICE PRESIDENT

Signature(s) of Secured Party(ies)

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-3  
Approved by The Secretary of State of Alabama

# Attachment A

**Secured Party:**

Green Tree Financial Servicing Corporation n/k/a Consecro Finance Servicing Corp.  
7360 S. Kyrene Road  
Tempe, Arizona 85283

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Consecro Finance Servicing Corp.

**Assignee:**

Textron Financial Corporation  
4545 S. Wendler Dr., Suite 109  
Tempe, Arizona 85282

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Textron Financial Corporation

**EXHIBIT "A" TO  
UCC-1 FINANCING STATEMENT  
naming  
WILLIAMSON OIL CO., INC.  
as Debtor  
and  
GREEN TREE FINANCIAL SERVICING CORPORATION  
as Secured Party**

(page 1 of 2)

**DESCRIPTION OF COLLATERAL**

Item 5 (continued):

**THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF PROPERTY (THE "COLLATERAL"):**

(a) all present and future right, title and interest of Grantor in and to all equipment and fixtures (as those terms are defined in Article 9 of the Alabama Uniform Commercial Code (the "UCC"), and whether existing now or in the future) now or in the future located at, upon or about, or affixed or attached to or installed in, the real property described on Schedule A ("Real Property"), or used or to be used in connection with or otherwise relating to such Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of such Real Property or used or to be used in the operation of a convenience store business on the Real Property, including furniture, furnishings, fixtures, machinery, tanks, pumps, appliances, building materials and supplies, generators, boilers, furnaces, heating, ventilating and air conditioning equipment, any and all lighting (including without limitation any and all lighting fixtures, lighting pedestals, and flood lights), removable signage of all varieties, sprinkler controls, sprinkler solenoids, sprinkler heads, exterior menu boards and exterior intercom ordering systems, exterior music speakers and pedestals, any and all car wash equipment, sprinklers, and machinery, and any and all personal property of any kind or nature contained in, on, or around and/or associated with in any manner the operation of a convenience store, and all building and construction materials, supplies and equipment incorporated in a convenience store and all machinery, appliances, pipes, conduits, generators, engines, pumps, motors, compressors, boilers, condensing units, disposals, sprinklers, wiring, and furnishings of every kind and description which may be used or useful in connection with the operation of and located inside a convenience store; and any and all gasoline or petroleum equipment for use with gasoline or petroleum products, utensils, parts and spare parts therefor; all outside removable items and any and all ice machines, ice cream machines, warmers, refrigerators, freezers, ovens, and toasters; all security, fire, smoke and other alarm systems; all cash registers and point-of-sale terminals; all computers (hardware and software); all in-store communication devices; together with any and all extensions, additions, improvements, betterments, renewals, fittings, increases, accessories, additions, attachments, parts, proceeds, products, repairs, replacements, rewards, accessions and substitutions of or to any of such property (the "Equipment") but only to the

extent such Equipment is used in the ordinary course of business in the Real Property and excluding goods held for resale or inventory; and

(b) all proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.



**SCHEDULE A TO**  
**UCC-1 FINANCING STATEMENT**  
**naming**  
**WILLIAMSON OIL CO., INC.**  
**as Debtor**  
**and**  
**GREEN TREE FINANCIAL SERVICING, CORPORATION**  
**as Secured Party**

(page 1 of 2)

**LEGAL DESCRIPTION OF REAL PROPERTY**

**Property 1 - Site #173**

All that tract or parcel of land lying and being in the SW 1/4 of the NW 1/4 of Section 25, Township 21 South, Range 1 West situated in the City of Columbiana, Shelby County, Alabama, and more particularly described as follows:

Beginning at the intersection of the Southerly right of way line of East College Street (State Highway 25) and the Easterly right of way line of East Milner Street; thence running in an Easterly direction along the Southerly right of way line of East College Street (State Highway 25) a distance of 128.0 feet to the point of beginning; thence turn an angle of 93 deg. 00 min. right running in a Southerly direction a distance of 196.40 feet to an iron pin; thence turn an angle of 93 deg. 00 min. left running in an Easterly direction a distance of 100.0 feet to an iron pin; thence turn at an angle of 87 deg. 00 min. left running in a Northerly direction a distance of 196.40 feet to an iron pin located in the Southerly right of way line of East College Street (State Highway 25); thence turn an angle of 93 deg. 00 min. left running in a Westerly direction along the Southerly right of way of East College Street (State Highway 25) a distance of 100.0 feet to an iron pin and the point of beginning; being situated in Shelby County, Alabama.

**Property 2 - Site #175**

All that tract or parcel of land lying and being in Lots 438 and 439, according to N.B. Dare's Map and Survey of the Town of Calera, Shelby County, Alabama, and more particularly described as follows:

Beginning at the Northeasterly intersection of the Easterly right of way of Montgomery Avenue (U.S. Highway 31) and the Northerly right of way line of Patton Avenue; thence running in a Northerly direction along the Easterly right of way line of Montgomery Avenue (U.S. Highway 31) a distance of 90 feet, more or less, to an iron pin on the lot line of Lots 438 and 437, said point being the point of beginning; thence continuing in a Northerly direction along the Easterly right of way of Montgomery Avenue (U.S. Highway No. 31) a distance of 120.0 feet to an iron pin; said iron pin being the Northwestern corner of Lot 439; thence running in an Easterly direction along the Northerly property line of Lot 439 and the Southerly right of way line of an alley a distance of 150.0 feet to an iron pin; thence running in a Southerly direction along the easterly property line of Lots 439

and 438 a distance of 120.0 feet to an iron pin; thence running in a Westerly direction along the Southerly property line of Lot 438 and the Northerly property line of lot 437 a distance of 150.0 feet to an iron pin in the Easterly right of way line of Montgomery Avenue (U.S. Highway 31) and the point of beginning; being situated in Shelby County, Alabama.

Inst # 2000-13012

04/20/2000-13012  
10:41 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MMS 15.00