

☐ 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:

John R. Holliman  
Holliman, Shockley & Kelly  
2491 Pelham Parkway  
Pelham, AL 35124

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

J. Harris Development Corporation  
100 First Alabama Bank Drive  
Suite A  
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

New South Federal Savings Bank  
510 Lorna Road  
Birmingham, AL 35216  
Attn: Paul Allen

Social Security/Tax ID#

☐ Additional secured parties on attached UCC-E

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

See Exhibits A and B attached hereto and incorporated herein by reference.

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

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2000-  
See Inst # 13363

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 \$ 302,000.00

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).

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

See Exhibit C attached hereto.

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

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 - SECURED PARTY(IES)

(5) FILE COPY - DEBTOR(S)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

**EXHIBIT A**  
**DESCRIPTION OF COLLATERAL**  
**[COUNTY FILINGS]**

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Exhibit B, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in Exhibit B or not and whether in storage or otherwise wheresoever the same may be located;
- (b) To extent of Debtor's right, title and interest, all accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
  - (i) All rents, royalties, profits, issues and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so

long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.
- (d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b) or (c) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b) or (c) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: Debtor.

PROVIDED AS ADDITIONAL SECURITY FOR REAL ESTATE MORTGAGE RECORDED  
CONTEMPORANEOUSLY HERewith.

Exhibit "C"

Signatures of Debtor and Secured Party

Debtor:

J. Harris Development Corporation

By: \_\_\_\_\_

Jack A. Harris

Its: Vice President

Secured Party:

New South Federal Savings Bank

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signature]*  
*Sp. Vice President*



Exhibit "B"

Description of Mortgaged Property

Begin at a 4 inch concrete monument locally accepted to be the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 18; thence run West along the North line of said quarter-quarter section for a distance of 659.71 feet to an iron pin found locally accepted to be the Northwest corner of the East one-half of the Southeast quarter of the Southeast quarter of said Section 18; thence turn an angle to the left of 91 degrees, 34 minutes, 50 seconds and run in a Southwesterly direction along the West line of said East half for a distance of 400.13 feet to an iron pin set; thence turn an angle to the left of 90 degrees, 04 minutes, 57 seconds and run in a Southeasterly direction for a distance of 203.18 feet to an iron pin set; thence turn an angle to the right of 90 degrees, 04 minutes, 57 seconds and run in a Southeasterly direction for a distance of 8.75 feet to an iron pin set; thence turn an angle to the left of 90 degrees, 04 minutes, 57 seconds and run in an Easterly direction for a distance of 179.03 feet to an iron pin set on a curve to the left having a central angle of 35 degrees, 05 minutes, 39 seconds and a radius of 55.00 feet; thence turn an angle to the right to the chord of said curve of 119 degrees, 01 minutes, 13 seconds and run in a Southwesterly direction along the arc of said curve for a distance of 33.69 feet to an iron pin set; thence turn an angle to the right from the chord of last stated curve of 60 degrees, 58 minutes, 47 seconds and run in a Westerly direction for a distance of 163.03 feet to an iron pin set; thence turn an angle to the left of 89 degrees, 55 minutes, 03 seconds and run in a Southerly direction for a distance of 200.64 feet to an iron pin found; thence turn an angle to the left of 90 degrees, 02 minutes, 55 seconds and run in a Easterly direction for a distance of 456.81 feet to an iron pin found on the East line of the Southeast quarter of the Southeast quarter of said Section 18; thence turn an angle to the left of 90 degrees, 02 minutes, 59 seconds and run in a Northerly direction along said East line for a distance of 239.74 feet to an iron pin found; thence turn an angle to the right of 90 degrees, 05 minutes, 16 seconds and run in a Easterly direction for a distance of 400.48 feet to an iron pin set; thence turn an angle to the left of 90 degrees, 04 minutes, 19 seconds and run in a Northerly direction for a distance of 381.74 feet to an iron pin set on the North line of the Southwest quarter of the Southwest quarter of said Section 17 and also on the South line of Lot 405 of Shelby Forest Estates 4<sup>th</sup> Sector as recorded in Map Book 26 on Page 119 in the Office of Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 90 degrees, 11 minutes, 34 seconds and run in a Westerly direction along the North line of said quarter-quarter section and also along the South line of Lots 405 and 406 in said Shelby Forest Estates 4<sup>th</sup> Sector for a distance of 400.05 feet to the point of beginning. Said parcel containing 11.80 acres, more or less.

Inst # 2000-16959

05/23/2000-16959  
11:08 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

005 NMS

19.00