

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

Important Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor is a transmitting entity as defined in ALA CODE 7-6-100(a). Return copy of recorded original to:		No. of Additional Sheets Precluded: <b>2</b>	The FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
Name and Address of Debtor: <b>Timothy D. Davis, Esq.</b> <b>Jordon, Silberman, Wiggins &amp; Childs, P.C.</b> <b>400 SouthTrust Tower</b> <b>Birmingham, Alabama 35203</b>		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Pre-paid Asset # _____ Name and Address of Debtor: <b>Greystone Petro, L.L.C.</b> <b>P. O. Box 579</b> <b>Fultondale, Alabama 35068</b>		(Last Name First if a Person)	
Social Security/Tax ID # _____ (A. Name and Address of Debtor) (IF ANY) (Last Name First if a Person)		(Last Name First if a Person)	
Social Security/Tax ID # _____		(Last Name First if a Person)	
<input type="checkbox"/> Additional debtors on attached UCC-1		(Last Name First if a Person)	
3. SECURED PARTY (Last Name First if a Person) <b>McCallough Snappy Service Oil Co., Inc.</b> <b>P. O. Box 579</b> <b>Fultondale, Alabama 35068</b>		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) <b>SouthTrust Bank</b> <b>P. O. Box 2554</b> <b>Birmingham, Alabama 35290</b>	
Social Security/Tax ID # _____		(Last Name First if a Person)	
<input type="checkbox"/> Additional secured parties on attached UCC-1		(Last Name First if a Person)	

Inst # 2000-21871

06/30/2000-21871  
10:12 AM CERTIFIED  
SHELBY COUNTY CLERK OF COURSE  
000 011

See attached Schedule I for description of collateral.

This UCC-1 is to be cross-referenced in real estate records. Debtor is the record owner of the real estate described on the attached Exhibit A.

1. Enter Correct Entry Back of Form That First Owner has the collateral covered by this filing.

This UCC-1 is filed as additional security for an indebtedness secured by a Mortgage and Security Agreement recorded simultaneously herewith.

- Check X if covered ☒ Proceeds of Collateral are also covered.
2. 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 is required

7. Complete only when filing with the Judge of Probate  
 The total indebtedness secured by this financing statement is \$ **1,484,000.00**  
 Mortgage tax due (10¢ per \$100.00 or fraction thereof) \$ **0.00**  
 8. ☒ This financing statement covers timber to be cut, drilled, or severed 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 3)

By:   
 Managing Member  
 Greystone Petro, L.L.C.

Signature(s) of Secured Party(ies)  
 (Required only if filed without debtor's signature — see Note 1.)  
 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  
 Approved by The Secretary of State — Alabama

## SCHEDULE I

All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Property as between Debtor and Secured Party and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in and to be secured by that certain Mortgage and Security Agreement entered into by and between Debtor and Secured Party simultaneously herewith (as the same may be amended or modified from time to time, the "Mortgage");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

(d) All rents, issues, profits, revenues and proceeds of and from the Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Property, or any part thereof), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as Debtor is not in default under the Mortgage or such collection is not otherwise restricted by the Mortgage.

Except as otherwise specifically defined herein, all capitalized words and phrases used herein shall have the respective meanings attributable to them as set forth in the Mortgage, the terms and conditions of which are hereby incorporated herein by this reference.

**EXHIBIT A**

**DESCRIPTION OF LAND**

The following described property situated in Shelby County, Alabama:

Lot 1, according to the survey of John Bell's Addition to Hoover, as recorded in Map Book 27, Page 22, in the Probate Office of Shelby County, Alabama.

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10:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CJ1 17.00