

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
ANOKA, MN. 55303
(612) 421-1713

66876

☐ 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 acknowledgment to:

Claude McCain Moncus
CORLEY, MONCUS & WARD, P.C.
P. O. Box 59807
Birmingham, Alabama 35259-0807

Pre-paid Acct #

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

COVINGTON PROPERTIES, L.L.C.
7042 Meadowlark Drive
Birmingham, Alabama 35242

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
800 Shades Creek Parkway
Birmingham, Alabama 35209
Attn: Paul M. Schabacker

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 fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

DEBTOR IF THE RECORD OWNER OF THE REAL ESTATE DESCRIBED ON THE ATTACHED EXHIBIT "A".

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 \$ 1,288,000.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ -0-

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)

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

— — — — —
— — — — —
— — — — —
— — — — —
— — — — —
— — — — —
— — — — —

COVINGTON PROPERTIES, L.L.C.

Signature(s) of Debtor(s)

By:

Signature(s) of Debtor(s)

Joseph E. Covington, Jr., Its Manager

Type Name of Individual or Business

FIRST COMMERCIAL BANK

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

By:

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

Paul M. Schabacker, Its First Vice President

Type Name of Individual or Business

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

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

(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, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, 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 Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and

(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 Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, 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 an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

(e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

EXHIBIT "A"

Lot 4, of Ingrams Survey of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 18 South, Range 1 West, more particularly described as follows: Beginning at the center of said Section 31, Township 18 South, Range 1 West and run in a Northerly direction along the West boundary of the NE $\frac{1}{4}$, which is the North and South median line of said Section, 165 feet for point of beginning of a lot herein described; run thence in an Easterly direction and parallel with the East and West median line of said Section 1288.2 feet to a public road; run thence in a Northerly direction along said road to a point which is 330 feet North of the East and West median line of said Section; run thence in a Westerly direction and parallel with the East and West median line of said Section 1281.4 feet to the North and South median line of said Section; run thence in a Southerly direction along said median line 165 feet to the point of beginning a/k/a Tract 4 of the Jessica Ingram Survey as recorded in Map Book 3, Page 54, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Inst # 2000-30206

09/01/2000-30206

01:01 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MMS 17.00