

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

No. of Additional
Sheets Presented: 0

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

1. Return copy or recorded original to:

FIRST NATIONAL BANK OF SHELBY COUNTY
P. O. BOX 977
106 EAST COLLEGE ST
COLUMBIANA, AL 35051

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Officer

Inst # 2000-37205
10/26/2000-37205
10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMB 427.55

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

LOMAX PULPWOOD & LUMBER CO., INC.

4030 7TH STREET NORTH
CLANTON, AL 35045

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

FIRST NATIONAL BANK OF SHELBY COUNTY
P. O. BOX 977
106 EAST COLLEGE ST
COLUMBIANA, AL 35051

Social Security/Tax ID#

☐ Additional secured parties on attached UCC-E

FILED WITH:

4. Name and Address of Assignee of Secured Party

(IF ANY)

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

TIMBER DEEDS (SEE ATTACHED FOR LEGAL DESCRIPTION.)

ALL RIGHTS I HAVE NOW AND THAT I MAY HAVE IN THE FUTURE TO THE PAYMENT OF MONEY PURSUANT TO TIMBER CONTRACTS AND/OR OTHER TIMBER RIGHTS. ALL ADDITIONS AND ACCESSIONS THERETO AND PROCEEDS THEREOF. THE INCLUSION OF THE PROCEEDS IN THE FINANCING STATEMENT DOES NOT AUTHORIZE THE DEBTOR TO SELL OR DISPOSE OF THE COLLATERAL WITHOUT SPECIFIC AUTHORIZATION OF THE SECURED PARTY.

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

0 0 0 1 0 0

2 0 0 7 0 0

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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 \$ 273,700.00

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 5)

Signature(s) of Debtor(s)

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

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

Type Name of Individual or Business

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

SHELBY COUNTY
STATE OF ALABAMA

This contract made and entered into this 21 day of September, 2000, between Theron and Jane Cox, whose address is 369 County Road 730, Clanton, AL 35046, and Teresa and Kyle Kirkwood, whose address is 4725 Overwood Circle, Birmingham, AL 35222, hereinafter termed SELLERS, and Lomax Pulpwood whose address is 4030 7th Street North, Clanton, AL 35045, hereinafter termed PURCHASER, witnesseth:

A. The SELLER has hereby sold to the PURCHASER the timber described below:

TRACT FIVE: All merchantable timber bounded by orange flagging and yellow paint, totaling approximately 84.0 acres, located in the north one-half of the northeast one-quarter, and that north fraction of the southwest one-quarter of the northeast one-quarter of Section 28, Township 24 North, Range 15 East, in Shelby County, Alabama.

B. The SELLER warrants and guarantees the title and the rights herein granted to the PURCHASER, and agrees to defend said title and rights against any and all claims, taxes, mortgages, or any other legitimate encumbrance, and from any hostile title at their expense.

C. The PURCHASER has hereby paid to the SELLER the sum of \$ 113,900⁰⁰, as the purchase price of the timber herewith sold on the area of land described, and this cash payment with the covenants and agreements of the PURCHASER which are contained herein, are the consideration for the execution of this conveyance by the SELLER.

D. Said timber is sold subject to the following conditions and agreements which are a part of this conveyance:

1. Unless written extension of time is granted, all timber conveyed by this contract shall be cut and removed from the above described land area before March 21, 2002, which is eighteen (18) months following the closing of this contract. After this date, the title to the standing timber on the above described land area shall revert to the SELLER and all rights and privileges herein granted to the PURCHASER shall terminate.
2. The SELLER's representative, Douglass W. McConnell II, shall be notified at least five (5) working days prior to the beginning of logging operations. Periodic inspections of the operations will be made by said representative. Results of these inspections will be recorded and reports submitted to the PURCHASER and the SELLER.
3. PURCHASER shall keep all harvest activities within the boundaries of the sale areas. No material is to be felled across the sale boundaries. Any trees felled outside the sale areas shall promptly be pulled back into the harvest area by PURCHASER.
4. In the event trees are cut that are not designated to be cut, PURCHASER shall pay three times the determined stumpage value of said trees, plus the reasonable costs incurred in determining the illegally cut volumes.

Exhibit B

SHELBY COUNTY
STATE OF ALABAMA

This contract made and entered into this 21 day of September, 2000, between Theron and Jane Cox, whose address is 369 County Road 730, Clanton, AL 35046, and Teresa and Kyle Kirkwood, whose address is 4725 Overwood Circle, Birmingham, AL 35222, hereinafter termed SELLERS, and Lomax Pulpwood whose address is 4030 7th Street North, Clanton, AL 35045, hereinafter termed PURCHASER, witnesseth:

A. The SELLER has hereby sold to the PURCHASER the timber described below:

TRACT FOUR: All merchantable timber bounded by orange flagging and yellow paint, totaling approximately 120.0 acres, located in the south one-half of the northeast one-quarter and the southeast one-quarter of the northwest one-quarter, all in Section 17, Township 24 North, Range 15 East, in Shelby County, Alabama.

B. The SELLER warrants and guarantees the title and the rights herein granted to the PURCHASER, and agrees to defend said title and rights against any and all claims, taxes, mortgages, or any other legitimate encumbrance, and from any hostile title at their expense.

C. The PURCHASER has hereby paid to the SELLER the sum of \$ 159,800⁰⁰, as the purchase price of the timber herewith sold on the area of land described, and this cash payment with the covenants and agreements of the PURCHASER which are contained herein, are the consideration for the execution of this conveyance by the SELLER.

D. Said timber is sold subject to the following conditions and agreements which are a part of this conveyance:

1. Unless written extension of time is granted, all timber conveyed by this contract shall be cut and removed from the above described land area before March 21, 2002, which is eighteen (18) months following the closing of this contract. After this date, the title to the standing timber on the above described land area shall revert to the SELLER and all rights and privileges herein granted to the PURCHASER shall terminate.
2. The SELLER's representative, Douglass W. McConnell II, shall be notified at least five (5) working days prior to the beginning of logging operations. Periodic inspections of the operations will be made by said representative. Results of these inspections will be recorded and reports submitted to the PURCHASER and the SELLER.
3. PURCHASER shall keep all harvest activities within the boundaries of the sale areas. No material is to be felled across the sale boundaries. Any trees felled outside the sale areas shall promptly be pulled back into the harvest area by PURCHASER.
4. In the event trees are cut that are not designated to be cut, PURCHASER shall pay three times the determined stumpage value of said trees, plus the reasonable costs incurred in determining the illegally cut volumes.