

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

No. of Additional Sheets Presented

3

0094694000164002 CCM SHELBY (FIXTURE)
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. 2598015

1. Return copy or recorded original to:

UCC-Direct Services
P.O. Box 29071
Glendale, CA 91209-9071
800-331-3282
818-662-4141

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

SHELBY REDI-MIX, INC.
1007 7TH STREET SOUTH
CLANTON, AL 35046

Social Security / Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Red-Mix, Inc.
1007 7th Street South
Clanton, AL 35046

Social Security / Tax ID #

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)
AMSOUTH LEASING CORPORATION

P.O. BOX 2545

BIRMINGHAM, AL 35202

Social Security / Tax ID #

☐ Additional secured parties on attached UCC-E

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

THIS IS A FIXTURE FILING, SEE REAL ESTATE DESCRIPTION ATTACHED
CONTRACT # 010.2750.002

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

Inst # 2000-37825
11/01/2000-37825
08:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MNB 19.00

FILED WITH

SHELBY COUNTY

010.2750.002

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

5A. 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.

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.

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

SHELBY REDI-MIX, INC. dba REDI-MIX, INC.

Type Name of Individual or Business

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$

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)

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

Signature(s) of Secured Party(ies) or Assignee
AMSOUTH LEASING CORPORATION

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL

COMMERCIAL LEASE

This the 25th day of August, 1997, in consideration of mutual promise(s) and/or covenant(s) herein contained, Harold Pierce, Vice-President, as designated representative and duly authorized agent of SHELBY REDI-MIX, INC., an Alabama corporation, (hereinafter "Lessee") does hereby agree and covenant upon the behalf of SHELBY REDI-MIX, INC., an Alabama corporation, to lease from Dale Dewayne New and Esther Kate New (hereinafter "Lessors") the following described premises in the County of Shelby, State of Alabama, to-wit:

Commence at the Northeast Corner of the Southwest Quarter of the Southeast Quarter of Section 2, Township 20 South, Range 2 West thence run West along the North boundary line of said quarter-quarter section for 1050 feet more or less to the Southeast Right of Way Line of Shelby County Highway No. 11 and the point of beginning; thence run Southwesterly along said road right of way line for 840 feet more or less to the East right of way line of Kendrick Road thence run Southeasterly along Kendrick Road for 250 feet more or less to the Northwesterly right of way line of the Seaboard Coast Line Railroad thence run Northeasterly along said railroad right of way line for 800 feet more or less to the point of beginning;

subject to existing easements, if any, and the regulatory law(s) and/or ordinance(s) of the political entity(ies)/subdivision(s) in which the leased premises may now be situated or may hereafter be situated, for use and occupation by the Lessee as a concrete manufacturing facility and for no other and/or different use of purpose, for and during the term of ten (10) consecutive years beginning upon the 1st day of September, 1997, and continuing thereafter without interruption until and ending upon the 1st day of September, 2007.

Chelsea Property -

Leased for 10 years

W I T N E S S E T H

For and in consideration of the covenants and agreements herein contained on the part of the Lessee and in consideration of the payments herein provided for to be paid by the Lessee to the Lessor, the Lessor does hereby, subject to the terms, conditions and reservations hereinafter stated, lease to the Lessee the following described land owned by the Lessor which is particularly described as follows:

Commence at a point which lies 225.07 feet North of the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, and run in a Southerly direction along the West line of said 1/4 - 1/4 section a distance of 225.07 feet to the Southwest corner of said 1/4 - 1/4 section; thence deflect 39 degrees 28'40" and run to the left in a Southeasterly direction a distance of 614.82 feet to a point on the Northwesterly right-of-way of Norfolk Southern Railroad; thence deflect 84 degrees 24'27" and run to the left in a Northeasterly direction along said right-of-way a distance of 370.61 feet to the POINT OF BEGINNING of the herein described parcel; thence deflect 86 degrees 00'58" and run to the left in a Northwesterly direction a distance of 405.76 feet to a point on the Easterly right-of-way of Industrial Drive; thence turn an interior angle of 135 degrees 22'44" and run to the right in a Northeasterly direction along the Easterly right-of-way of Industrial Drive a distance of 305.95 feet to the PC of a curve to the right; thence run along the arc of said curve to the right having a central angle of 40 degrees 03'34" and a radius of 320.00 feet in a Northeasterly direction and along said right-of-way a distance of 223.73 feet to a point; thence turn an interior angle of 62 degrees 25'39" from the tangent of last described curve and run to the right in a Southerly direction a distance of 181.40 feet to a point; thence turn an interior angle of 193 degrees 21'12" and run to the left in a Southeasterly direction a distance of 534.82 feet to a point on the Northwesterly right-of-way of Norfolk Southern Railroad; thence turn an interior angle of 105 degrees 25'13" to the tangent of a curve to the right having a central angle of 2 degrees 32'12" and a radius of 2935.75 feet and run to the right along the arc of said curve and along said right-of-way in a Southwesterly direction a distance of 129.98 feet to a point; thence run tangent to last described curve in a Southwesterly direction and along said right-of-way a

Columbiana property
leased property

RECORDER'S MEMORANDUM
 At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

S. 224

distance of 132.47 feet to the point of beginning of the herein described parcel containing 4.06 acres, more or less.

The above described parcel is subject to an easement for existing overhead power lines shown hereon.

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

Inst # 2000-37825**11/01/2000-37825
08:28 AM CERTIFIED****SHELBY COUNTY JUDGE OF PROBATE**

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004 MMB

19.00