

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

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n)	No. of Additional Sheets Presented: 3	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: William S. Wright Balch & Bingham, LLP P. O. Box 306 Birmingham, AL 35201		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office  Inst # 2000-44579 09:28 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 005 CJ1 19.00
2. Name and Address of Debtor (Last Name First if a Person) Coales Branch, L.L.C. c/o E. Todd Sharley, Jr. Johnson-Rast & Hayes Co., Inc. #2450 SouthTrust Tower Birmingham, AL 35203		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)		
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) New South Federal Savings Bank 510 Lorna Square Birmingham, AL 35215		
4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)		

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:


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 \$ 400,000  
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)

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

See attached Exhibit C hereto.

Signature(s) of Debtor(s)

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

By:

Its:

**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) 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: **Coales Branch, L.L.C.**

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

## **EXHIBIT B**

### **Description of Real Property**

The following property situated in Shelby County, Alabama:

All that part of the S ½ of the SE ¼ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, lying west of the west right-of-way line of Interstate 65, north of that property conveyed by Geraldine P. McClain to Coales Branch, L.L.C. by Inst. # 1999/01566, and lying east of the centerline of Coales Branch, containing 4.86 acres, more or less.

**EXHIBIT C**

**SIGNATURES OF DEBTOR AND SECURED PARTY**

**DEBTOR:**

**COALES BRANCH, L.L.C.**

By: 

E. Todd Sharley, Jr.  
Its Member

**SECURED PARTY:**

**NEW SOUTH FEDERAL SAVINGS BANK**

By: 

Paul E. Allen  
Its Vice-President

**Inst # 2000-44579**

474134.1

**12/22/2000-44579**  
**09:58 AM CERTIFIED**  
SHELBY COUNTY JUDGE OF PROBATE  
005 CJ1 19.00