

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

cut here

<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.
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1. Return copy or recorded original to:

MARVIN M. RICE, ESQ.
GANDY & RICE, P.C.
400 NORTHRIDGE ROAD, SUITE 590
ATLANTA, GA 30350

Pre-paid Acct. #

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

AUDIT TRAIL, INC., AS INTERMEDIARY U/A DATED 1/9/01
1776 PEACHTREE STREET, SUITE 336 SOUTH
ATLANTA, GA 30309

Social Security/Tax ID#

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

SOLID EQUITIES, INC.
1776 PEACHTREE STREET, SUITE 336 SOUTH
ATLANTA, GA 30309

Social Security/Tax ID#

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

Inst # 2001-01684
01/17/2001-01684
08:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
15.00
001 CJI

FILED WITH: SHELBY

☐ Additional debtors on attached UCC-E

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

COLONIAL BANK
390 W. CROGAN STREET
LAWRENCEVILLE, GA 30045

Social Security/Tax ID#

☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

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

SEE EXHIBITS "A", "B" AND "C" ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF.

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

000			
100			
200			
500			
700			

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 \$ \$925,000.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ \$1,387.50

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)

SOLID EQUITIES, INC.

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

AUDIT TRAIL, INC., AS INTERMEDIARY
Type Name of Individual or Business

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

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

COLONIAL BANK
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

(5) FILE COPY DEBTOR(S)

STANDARD FORM -- UNIFORM COMMERCIAL CODE -- FORM UCC-1
Approved by The Secretary of State of Alabama

EXHIBIT "A"

The types of items of property conveyed by this financing statement are described upon the attached Exhibit "B" and the real property upon which same are located is more particularly described upon Exhibit "C", attached hereto and made a part hereof. The security agreement for which this financing statement is filed is contained in the Mortgage and Security Agreement (filed in the records of Jefferson County, and Shelby County, Alabama, simultaneously with the filing hereof) made between Debtor, as Mortgagor, and Secured Party, as Mortgagee, given to secure an indebtedness in the original principal amount of \$925,000.00, together with any and all future renewals, modifications and extensions thereof.

EXHIBIT "B"

Debtor ("Mortgagor") hereby grants to Secured Party ("Mortgagee") a security interest in the following types or items of property:

ALL THAT CERTAIN real property described in Exhibit "C" attached hereto and made a part hereof;

TOGETHER with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements (collectively the "Property"), also together with all rights, title and interests now or hereafter owned by Mortgagor in and to all buildings and improvements, windows, doors, heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling systems, detection devices and other equipment and fixtures now or hereafter attached or appertaining to the Property (collectively, the "Improvements"); and

TOGETHER WITH all building materials, equipment, fixtures and fittings of every kind or character that improve or are intended to improve the Property, including, without limitation, all lumber, bricks, building blocks, sand, cement, roofing materials, paint, doors, windows, nails, wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment, electrical and gas equipment, piping, decorative fixtures, and in general all building materials, equipment and appliances of every kind and character, wherever located or stored, and whether now owned or hereafter acquired by Mortgagor (collectively, the "Personal Property"); provided, however, that for any consumer credit obligation secured hereby, Mortgagee waives any non-purchase money security interest in "household goods" as defined in federal regulations applicable to unfair or deceptive credit contract provisions and further waives any security interest in "consumer goods" purchased more than twenty (20) days after Mortgagee gives value. The Property, the Improvements and the Personal Property are hereinafter collectively called the "Mortgaged Property."

The real property in or upon which the above-described property is or will be located is owned by Debtor and is described upon the attached Exhibit "C".

EXHIBIT "C"

A parcel of land situated in the Southwest quarter of Section 25, the Southeast quarter of Section 26, the Northeast quarter of Section 35, and the Northwest quarter of Section 36, all in Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said Section 25; thence Easterly along the South line of said Section 130.60 feet to the Westerly right of way line of U.S. Highway 31 and the point of beginning of the parcel herein described; thence turn an angle to the left of 74 degrees 13 minutes 10 seconds and run Northeasterly along said right of way line 26.00 feet; thence leaving said right of way line turn an interior angle of 72 degrees 31 minutes 29 seconds (72 degrees 25 minutes 19 seconds of Record) and run Southwesterly 248.43 feet (248.11 feet of Record) to the Easterly right of way of the Louisville Nashville Railroad; Thence turn an interior angle of 99 degrees 40 minutes 53 seconds (99 degrees 40 minutes 41 seconds of Record) and run Southwesterly along said Right of way line 112.00 feet; thence leaving said right of way line turn an interior angle of 82 degrees 40 minutes 40 seconds (82 degrees 45 minutes 05 seconds of Record) and run Southeasterly 228.45 feet (229.09 feet of Record) to the Westerly right of way line of U.S. Highway #31; thence turn an interior angle of 105 degrees 49 minutes 08 seconds (105 degrees 51 minutes 05 seconds of Record) and run Northeasterly along said right of way line 100.00 feet to the point of beginning.

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