

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

3.50
33469

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n) No. of Additional Sheets Presented: 2 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 Financial
Title Services, Inc.**

P.O. Box 956370
Duluth, GA 30095

Pre-paid Acct. #

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

P & N Calera, LLC
420 Office Park Drive
Suite G-115
Birmingham, AL 35223

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 ~~XXXX~~

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

Compass Bank
15 South 20th Street
Second Floor
Birmingham, AL 35233

Social Security/Tax ID #

☐ Additional secured parties on attached ~~XXXX~~

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

Inst # 2001-04816

02/09/2001-04816
02:06 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

10.00

004 HMB

FILED WITH: **Shelby**

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:

THIS FIXTURE FILING IS TO BE RECORDED IN THE REAL ESTATE RECORDS.

All of the equipment, fixtures, contract rights, general intangibles and tangible 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 A attached hereto located on the real property described on Exhibit A attached hereto.

This financing statement is being filed simultaneously with a mortgage recorded in Shelby County, Alabama, on which tax has been paid.

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

5 0 0

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 \$

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)

P & N Calera, LLC

Signature(s) of Debtor(s)

Mark A. Peoples, Member

Richard E. Dubose, Member

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

SCHEDULE A

All contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtor, all additions, replacements, and proceeds thereof and all property owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or 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 and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtors for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property herein conveyed and mortgaged shall include, but without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

EXHIBIT A

LEGAL DESCRIPTION

Lot 2 of Wal-Mart Supercenter #3271 Subdivision, as recorded in Map Book 27, Page 117 in the Office of the Judge of Probate of Shelby County, Alabama, and being more particularly described as follows:

Commence at an axle found at the southwest corner of the Southwest Quarter of the Northeast Quarter, of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run N 02°06'24" W along the west line of said quarter, for a distance of 512.99 feet; thence leaving said quarter line, run S 89°47'07" E for a distance of 1036.65 feet to the west right-of-way line of Highway 31 (right-of-way width 100 feet); thence run S 10°16'53" E along said right-of-way line, for a distance of 466.48 feet to a Right-of-Way Monument found (50 feet left of 290+25.0) at the intersection of said right-of-way line and the west right-of-way line of I-65 (right-of-way width varies); thence run S 79°34'19" W continuing along said right-of-way line, for a distance of 49.72 feet to a Right-of-Way Monument found (100 feet left of 290+25.0); said point also being the Point of Curvature of a curve to the right, having a radius of 854.81 feet, a central angle of 19°20'34", and a chord bearing of S 00°39'15" E for 287.21 feet; thence continue along the arc of said curve and said right-of-way line, for a distance of 288.58 feet to Right-of-Way Monument found (100 feet left of PC 287+02.8 ahead) and the Point of Tangency of said curve; thence run S 08°58'32" W along said right-of-way line, for a distance of 119.98 feet to a Right-of-Way Monument found (100 feet left of 285+50); thence run S 30°47'54" W along said right-of-way line, for a distance of 53.63 feet to a Right-of-Way Monument found (120 feet left of 285+00); thence run S 09°01'52" W along said right-of-way line, for a distance of 98.02 feet to the POINT OF BEGINNING; thence continue S 09°01'52" W along said right-of-way line, for a distance of 207.79 feet to a Right-of-Way Monument found (120 feet left of 281+94) said point also being the Point of Curvature of a curve to the right, having a radius of 5609.69 feet, a central angle of 1°58'24", and a chord bearing of S 10°01'04" W for 193.20 feet; thence continue along the arc of said curve and said right-of-way line, for a distance of 193.21 feet to a Right-of-way Monument found (120 feet left of 280+00), said point also being the Point of Tangency of said curve; thence run S 60°44'46" W along the northwesterly right-of-way line of said Highway 31 and I-65, for a distance of 206.61 feet to an iron pin set on the north right-of-way line of I-65 (276 feet right of 279+58); thence run N 61°02'41" W along said right-of-way line, for a distance of 377.53 feet to an iron pin set (150 feet right of 283+00), said point also being the Point of Curvature of a curve to the left, having a radius of 7789.44 feet, a central angle of 1°50'54", and a chord bearing of N 51°39'09" W for 251.27 feet; thence continue along the arc of said curve and said right-of-way line, for a distance of 251.28 feet to an iron pin set (150 feet right of 285+46.4), said point also being the Point of Tangency of said curve; thence run N 52°34'36" W along said right-of-way line, for a distance of 214.72 feet; thence leaving said right-of-way line, run S 89°37'26" E for a distance of 99.54 feet; thence run N 37°41'38" E for a distance of 42.10 feet; thence run S 89°37'26" E for a distance of 819.15 feet to the POINT OF BEGINNING; said described tract containing 288,962.4 square feet (6.634 acres +/-), more or less.

EXHIBIT "A" CONTINUED

Together with non-exclusive easement rights under that Access Easement, between Wal-Mart Real Estate Business Trust and P & N Calera L.L.C., dated January 30, 2001, Recorded in Instrument No. _____, Shelby County, Al, more particularly described as follows:

A parcel of land for ingress and egress situated in the Southwest Quarter of the Northeast Quarter of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at an axle found at the southwest corner of the Southwest Quarter of the Northeast Quarter, of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run N 02°06'24" W along the west line of said quarter, for a distance of 512.99; thence leaving said quarter line, run S 89°47'07" E for a distance of 1036.65 feet to the westerly right-of-way of Highway 31 (right-of-way width 100 feet); said point also being the northeast corner of Lot 3 according to Wal-Mart Supercenter #3271 Subdivision, as recorded in Map Book 27, page 117, in the Office of the Judge of Probate of Shelby County, Alabama; thence run S 10°16'53" E, along the west boundary line of said Lot 3, for a distance of 284.08 feet to the southeast corner of said Lot 3; said point also being the POINT OF BEGINNING; thence leaving said Lot 3, continue S 10°16'53" E for a distance of 102.17 feet to the northeast corner of Lot 4 of said Wal-Mart Supercenter #3271 Subdivision; thence run N 65°30'48" W along the north line of said Lot 4, for a distance of 18.21 feet; thence run S 79°43'07" W along the north line of said Lot 4, for a distance of 40.28 feet; thence run N 10°16'53" W along the north line of said Lot 4, for a distance of 5.00 feet; thence run S 79°43'07" W along the north line of said Lot 4, for a distance of 120.73 feet to the Point of Curvature of a curve to the left, having a radius of 43.50 feet, a central angle of 79°20'33", a chord length of 55.54 feet and a chord bearing of S 40°02'50" W; thence continue along the arc of said curve for a distance of 60.24 feet to the Point of Tangency of said curve; thence run S 00°22'34" W along the west boundary line of Lot 4, Lot 5, and Lot 6, for a distance of 576.95 feet to the southwest corner of Lot 6; said point also being on the north boundary line of Lot 2 of said Wal-Mart Supercenter #3271 Subdivision, thence run N 89°37'26" W along the north boundary line of said Lot 2, for a distance of 696.60 feet; thence run S 37°41'38" W along the north boundary line of said Lot 2, for a distance of 42.10 feet; thence run N 89°37'26" W along the north boundary line of said Lot 2, for a distance of 99.54 feet to the northerly right-of-way line of I-65 (right-of-way width varies); thence run N 52°34'36" W along said right-of-way, for a distance of 38.56 feet to the southwest corner of Lot 1 of said Wal-Mart Supercenter #3271 Subdivision; thence run N 02°06'24" W along the west boundary line of said Lot 1, for a distance of 41.81 feet; thence leaving said west line, run S 89°37'26" E for a distance of 99.94 feet; thence run N 37°41'38" E for a distance of 42.10 feet; thence run S 89°37'26" E for a distance of 693.78 feet; thence run N 00°22'34" E for a distance of 619.79 feet; thence run N 79°43'07" E along the south boundary line of said Lot 3, for a distance of 213.93 feet; thence run N 52°46'38" E along the south boundary line of said Lot 3, for a distance of 21.59 feet to the POINT OF BEGINNING; said described tract containing 94451 square feet (2.17 acres) more or less.

02/09/2001-04816

02:06 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 MMB 18.00

Inst # 2001-04816