STATE OF ALABAMA - UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (Lefferson Probate) FORM LICC-1 ALA

(Jenerson Frodate)	TORM C	CC-I ALA.						
The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional	Sheets Presented:		•	ement is presented to a Filing Officer for filing form Commercial Code.			
1. Return copy or recorded original to: J. Keith Windle Bradley Arant Rose & White LLP 2001 Park Place, Suite 1400 Birmingham, Alabama 35203-2736		THIS SPACE FOR Date, Time, Numb						
2. Name and Address of Debtor (Last Name First if a Person) Herritt & Joseph Investments, LLC 2215 First Avenue South Birmingham, AL 35233					35	SED TED	THE PROPRATE	
Social Security/Tax ID#					280-	1151E		
2A. Name and Address of Debtor (If any) (Last Name First if a Person)					-100	301-(CER	3695	
Social Security/Tax ID #					€ **	1 F	317-	
Additional debtors on attached UCC-E					بد	÷ 0		
3. SECURED PARTY First Commercial Bank P. O. Box 11746 Birmingham, AL 35202-1746	ne First if a Person)	4. ASSIGNEE OF	SECURED PAI	RTY (If any)	C (Las	t Name FirMif a	Person	
Social Security/Tax ID #								
Additional secured parties on attached UCC-E								
5. The Financing Statement Covers the Following Types (or The items and types of property described on the Schedule Exhibits thereto, are incorporated herein by reference. DEBTOR IS RECORD OWNER OF REAL ESTATE CROSS REFERENCE IN REAL ESTATE MORTGAGE I Additional security for mortgage filed simultaneously here	attached hereto whi	ich, together with the	e Exhibit or 5A.	Enter Code(s) F Describes The C				
Check X if covered Products of Collateral are also covered	, *** 1 L33.				——————————————————————————————————————			
6. This statement is filed without the debtor's signature to per	rfect a security	7. Complete o	only when filing	with the Judge o	f Probate:			
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		The initial	indebtedness sec	ured by this fina \$100.00 or fracti	incing stateme		.00	
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.		cross index	ced in the real es	t covers timber to ate mortgage rec erest of record, g	cords (Describ	e real estate and	if	
		(Requ	_	ares of Secured P I without debtor's	• '	see Box 6)		
Signature(s) of Debtor(s)			Signature(s) c	f Secured Party(i	ies) от Assign	iee		
Signature(s) of Debtor(s) HERRITT & JOSEPH INVESTMENTS		Signature(s) of Secured Party(ies) or Assignee						
Type Name of Individual or Busine	<u> </u>		Type Nat	ne of Individual	or Business		<u> </u>	

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SCHEDULE 1 TO UCC-1 FINANCING STATEMENT

- 1. All of Debtor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in **Schedule A** attached hereto and made a part hereof;
- 2. All of Debtor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate, including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;
- 3. All right, title and interest of Debtor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;
- 4. All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Debtor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones and telecommunication equipment, compartment safes, carpeting, window coverings and all proceeds of and substitutions and replacements for any such items;
- All rents, issues, profits, royalties, income and other benefits derived from the Real Estate (collectively, the "Rents"), now or hereafter existing or entered into;
- 6. All interests, estates or other claims, both in law and in equity, that Debtor now has or may hereafter acquire in the Real Estate including, but not limited to all of Debtor's interest in any and all options to purchase the Real Estate that Debtor may have or may hereafter acquire;
- 7. All easements, rights-of-way and rights now owned or hereafter acquired by Debtor used in connection with or as a means of access to the Real Estate including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries,

- and all tenements, hereditaments and appurtenances of and to such easements rights-ofway and rights, and all water and water rights and shares of stock evidencing the same;
- 8. All interests of Debtor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate, now or hereafter existing or entered into, and all right, title and interest of Debtor under such leases and subleases, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;
- 9. All right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Real Estate;
- 10. All right, title and interest now owned or hereafter acquired by Debtor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate;
- All rights and interests of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate; and
- All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Debtor now has or may hereafter acquire in the Real Estate, and other proceeds from sale or disposition of real or personal property hereby secured that Debtor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate, including any award resulting from a change of grade of streets and any award for severance damages.

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Legal Description

PARCEL I:

That certain parcel of land situated in Jefferson County, Alabama, which is more particularly described as follows:

Lot 2-AA, according to the survey of V & W Supply Co., Inc. Resurvey as recorded in Map Book 202, Page 61, in the Probate Office of Jefferson County, Alabama.

AND

PARCEL II:

A parcel of land located in the Northeast ¼ of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Southeast ¼ of the Northeast ¼ of said Section; thence 75°17'41" right, measured from the East line of said ¼-¼ section, in a Southwesterly direction a distance of 1192.29 feet to the point of beginning; thence 11°21'35" right in a Southwesterly direction a distance of 111.23 feet; thence 66°42'37" right in a Northwesterly direction a distance of 63.20 feet; thence 80°16'15" left in a Southwesterly direction a distance of 134.32 feet; thence 83°00'38" left in a Southeasterly direction a distance of 225.71 feet; thence 97° left in a Northeasterly direction a distance of 100.46 feet to the beginning of a curve to the right, said curve having a central angle of 19°07'43" and a radius of 383.66 feet; thence along arc of said curve a distance of 128.09 feet; thence 90° left, measured from tangent of said curve, in a Northeasterly direction a distance of 165.99 feet to the point of beginning.

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