

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

Important: Read Instructions on Back Before Filling out Form.

☐ 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:

James E. Vann, Esquire
Johnston & Conwell, L.L.C.
800 Shades Creek Parkway
Suite 325
Birmingham, AL 35209

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Adtrav Corporation
1810 Merchant Drive
Birmingham, AL 35244

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 UCC-E

3. SECURED PARTY (Last Name First if a Person)

The Bank
17 North 20th Street
Birmingham, AL 35203-4003

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

All of the equipment, fixtures, contract rights, general intangibles, and tangible personal property of every nature now owned or hereafter acquired by Debtors, 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.

ALSO, all of the property, types of property and collateral described in SCHEDULE B attached hereto.

ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER:

2001 / 10903.

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.

ADTRAV CORPORATION

BY:

Signature(s) of Debtor(s)

ITS:

Signature(s) of Debtor(s)

ADTRAV CORPORATION

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)

THE BANK

BY:

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

ITS:

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

THE BANK

Type Name of Individual or Business

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

Inst # 2001-10904
03/26/2001-10904
10:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NB 18.00

SCHEDULE A

All tangible personal property now or hereafter 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 building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, 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, but not limited to, tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including, but not limited to, ice boxes, refrigerators, ranges, dishwashers, disposals, hoods, 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.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, 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 now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use 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 Debtor 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 included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, 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.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

EXHIBIT "A"

PARCEL I:

Lot 1, according to the Survey of ATA Services Addition to Southlake, as recorded in Map Book 26, Page 115, and a Resurvey thereof recorded in Map Book 28, Page 18, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL II:

Together with an Easement for Sanitary Sewer over and across part of Lots 2 and 3, of the survey of ATA Services Addition to Southlake, as recorded in Map Book 26, Page 115, in the Probate Office of Shelby County, Alabama, said Easement being more particularly described as follows:

Begin at the Northeast corner of Lot 1, according to the Survey of ATA Services Addition to Southlake, as recorded in Map Book 26, Page 115, in the Probate Office of Shelby County, Alabama, said Point of Beginning being on the Westerly right of way line of Southlake Parkway; thence run Southerly along said right of way line and along a curve to the right, said curve having a radius of 474.00 feet and a chord bearing of South 24 degrees 45 minutes 12 seconds West for 15.42 feet; thence run North 73 degrees 56 minutes 39 seconds West for 13.08 feet; thence run North 16 degrees 03 minutes 21 seconds East for 115.19 feet; thence run North 03 degrees 07 minutes 27 seconds East for 125.67 feet; thence run North 11 degrees 17 minutes 50 seconds West for 218.22 feet; thence run North 14 degrees 17 minutes 41 seconds West for 124.34 feet; thence run South 89 degrees 58 minutes 24 seconds West for 157.59 feet; thence run North 00 degrees 00 minutes 00 seconds West for 49.20 feet; thence run North 90 degrees 00 minutes 00 seconds East for 20.00 feet; thence run South 00 degrees 00 minutes 00 seconds East for 29.19 feet; thence run North 89 degrees 58 minutes 24 seconds East for 148.61 feet to a point on the Easterly line of Lot 3 of said survey of ATA Services Addition of Southlake, said line being the Westerly right of way line of said Southlake Parkway; thence run Southerly along said right of way line and along a curve to the left, said curve having a radius of 528.01 feet and a chord bearing of South 12 degrees 08 minutes 21 seconds East for 43.60 feet to the point of a Tangent to said curve; thence run South 14 degrees 30 minutes 17 seconds East along said Tangent and along said right of way line of 235.00 feet to the point of beginning of a curve to the right, said curve having a radius of 474.00 feet; thence run along said curve and said right of way line a chord bearing of South 04 degrees 39 minutes 30 seconds West for 317.07 feet to the point of beginning.

SCHEDULE B

All of the Debtor's right, title, and interest of every kind or nature, without limitation, in, to and under all of the following items and types of property, whether now owned or hereafter created or acquired and wherever located (collectively referred to for convenience as the "Collateral"):

A. Any and all of Debtor's accounts, accounts receivable, contract rights, and any and all other rights to the payment of monies, now existing or hereafter arising or acquired, including all repossessions and returns (hereinafter referred to for convenience as the "Accounts"), and all proceeds of the Accounts;

B. Any and all of Debtor's inventory in all of its forms, now or hereafter existing, including, without limitation, all goods purchased for resale, finished goods, work in process and raw materials, and goods which are returned to or repossessed by Debtor (hereinafter referred to for convenience as the "Inventory"), and all proceeds of the Inventory;

C. Any and all of Debtor's furniture, fixtures, equipment, and leasehold improvements, now or hereafter existing, used in manufacture or otherwise used in the conduct of Debtor's business, including, without limitation, office equipment, vehicles, aircraft, furniture and fixtures and leasehold improvements to the full extent of Debtor's interest in all of the above (hereinafter referred to for convenience as the "Equipment"), and all proceeds of the Equipment;

D. All presently existing and hereafter arising general intangibles (as that term is defined in the Uniform Commercial Code);

E. All other personal property and fixtures of the Debtor, whether now or hereafter existing, or now owned or hereafter acquired and wherever located, of every kind and description, tangible and intangible, including, without limitation, all deposits or other accounts of Debtor with Secured Party and all money, goods, instruments, securities, documents, chattel paper, accounts, contract rights, general intangibles, credits, claims, demands and any other property rights and interest of the Debtor; and

F. Any and all proceeds (including, without limitation, insurance proceeds) and products of any and all of the foregoing; all accessions, accessories, additions, amendments, attachments, modifications, replacements and substitutions to any of the above; all policies of insurance pertaining to any of the above as well as any proceeds and unearned premiums pertaining to such policies; and all books and records pertaining to any of the above.

The Collateral shall include all Collateral as defined above at any and all locations, including, without limitation, all of the Debtor's places of business (including, without limitation, 1810 Merchants Drive, Birmingham, Alabama 35244).

Inst # 2001-10904

03/26/2001-10904
10:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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