

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

46369

☐ The Debtor is a transmitting utility
as defined in ALA CODE 7-9-105(n).

No. of Additional
Sheets Presented

This FINANCING STATEMENT is presented to a Filing Officer for
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original acknowledgement to:

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

HEYWARD C. HOSCH, ESQ.
WALSTON, WELLS, ANDERSON & BAINS, LLP
PO BOX 830642
BIRMINGHAM, AL 35283-0642

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

M.D. HENRY COMPANY, INC.
120 CLARK STREET
PELHAM, ALABAMA 35124

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

FILED WITH:

4. NAME AND ADDRESS OF
ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

AMSOUTH BANK
P.O. BOX 11007
BIRMINGHAM, ALABAMA 35288

☐ Additional secured parties on attached UCC-E

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

The properties and interests in properties described on Exhibit A and
Exhibit B attached hereto and made a part hereof, which properties
and interests in properties are covered by that certain Mortgage,
Assignment of Leases and Security Agreement dated as of June 1,
2001 from the Debtors to the Secured Party and recorded in the office
of the Judge of Probate of Shelby County, Alabama.

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 \$

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)

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

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

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

Type Name of Individual or Business

SCHEDULE I

Pursuant to Mortgage, Assignment of Leases and Security Agreement dated June 1, 2001 (the "Mortgage") from M.D. Henry Company, Inc. (the "User"), as Debtor, to AmSouth Bank (the "Credit Obligor") as Secured Party (capitalized terms used herein having the respective meanings assigned thereto in the Mortgage) as security for the Obligations, the Debtor has granted, bargained, sold, transferred, assigned, set-over and conveyed to the Credit Obligor, its successors and assigns, the property and interests in property described in the following Granting Clauses, and the User has granted to the Credit Obligor security title to and a continuing security interest in said property and interests in property and all proceeds and products thereof:

I.

(Project Site and Buildings)

The real property described on Exhibit A attached hereto and interests therein, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein, together with all buildings, structures and improvements now or hereafter located on such real property (the "Project Site").

II.

(Leasehold Estate, Options, and Future Title)

The leasehold estate and interests of the User in and to the Project Site under the Lease Agreement, together with all right, title and interest of the User in and to all buildings, structures, improvements and fixtures now or hereafter located upon the Project Site, together with all right, title and interest of the User in and to all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges, and immunities pertaining or applicable to the Project Site and interests therein, together with all right, title and interest of the User in and to (i) all other rights, titles and privileges under the Lease Agreement, and (ii) all modifications, extensions and renewals of the Lease Agreement and (iii) all options to purchase the Project Site, or any part thereof, including without limitation each of the options to purchase set forth in Article XI of the Lease Agreement, and (iv) all other, further, or additional title (including without limitation fee simple title), estate, options, privileges, interest or rights which the User may now or hereafter acquire in and to the Project Site.

III.

(Personal Property and Fixtures)

All personal property and fixtures described in Exhibit B attached hereto and all other personal property and fixtures located on the Project Site in which the Issuer or the User has any interest, including all substitutions and replacements for such personal property and fixtures and the proceeds thereof.

IV.

(Condemnation Awards and Insurance Proceeds)

Subject to the provisions hereof respecting application of the following for the purposes and on the terms and conditions set forth herein: (i) all awards or payments, including all interest thereon, together with

the right to receive the same, that may be made to the Issuer or the User with respect to the Collateral as a result of the exercise of the right of eminent domain, any damage to or destruction of the Collateral or any part thereof, or any other injury to or decrease in the value of the Collateral (herein referred to as "Condemnation Awards"), and (ii) all right, title and interest of the Issuer or the User in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of the Collateral.

V.

(Special Funds)

Money and investments from time to time on deposit in, or forming a part of, the funds and accounts established under the Indenture (herein referred to as the "Special Funds"), subject to the prior lien of the Indenture with respect to the Special Funds and the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

VI.

(Leases and Rents)

(a) All written or oral leases or other agreements for the use or occupancy of all or any portion of the Collateral with respect to which the User is the lessor, and any and all extensions and renewals thereof, now or hereafter existing (collectively, the "Leases");

(b) Any and all guaranties of performance by lessees under the Leases;

(c) The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due or to which the Issuer or the User may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of the Collateral, or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, liquidated damages upon default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Collateral, together with any and all rights and claims of any kind that the Issuer or the User may have against any such lessee under the Leases or against any sublessees or occupants of the Collateral, all such moneys, rights and claims described in this subparagraph (c) being hereinafter referred to as the "Rents"; provided, however, that so long as no Event of Default has occurred under this Mortgage, the User shall have the right under a license granted hereby (but limited as provided in Section 8.07 of this Mortgage) to collect, receive and retain the Rents (but not prior to accrual thereof); and

(d) Any award, dividend or other payment made hereafter to the User in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments made by lessees in lieu of rent, the User hereby appointing the Credit Obligor as the User's irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

VII.

(Other)

Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Credit Obligor as and for additional security hereunder by the Issuer or the User or by anyone in the behalf of, or with the written consent of, the Issuer or the User.

All of the property described in the foregoing Granting Clauses I through VII, both inclusive, is herein sometimes together referred to as the "Collateral."

TO HAVE AND TO HOLD the Collateral, together with all the rights, privileges and appurtenances thereunto belonging, unto the Credit Obligor, its successors and assigns, forever.

EXHIBIT A

Project Site

The description of the Project Site is set forth on the attached page.

EXHIBIT "A"

PARCEL I:

Lots 7-B and 8-B, according to a Resurvey of Ralph Tully Industrial Park, recorded in Map Book 6, page 89, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Commence at the SE corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 812.44 feet to a point on the Westerly right of way line of a public road; thence turn an angle to the left of $109^{\circ}37'18''$ and run in a Southeasterly direction along said Westerly right of way of said public road a distance of 402.86 feet; thence turn an angle to the right of $93^{\circ}31'30''$ and run in a Southwesterly direction 430.14 feet to the point of beginning; thence turn an angle to the right of $86^{\circ}12'$ and run in a Northwesterly direction 417.0 feet; thence $86^{\circ}12'$ to the left and run in a Southwesterly direction 325.0 feet to a point on the Easterly right of way line of a public road; thence $93^{\circ}48'$ to the left and run in a Southeasterly direction along said Easterly right of way line of said public road a distance of 417.0 feet; thence $86^{\circ}12'$ to the left and run in a Northeasterly direction 325.0 feet to the point of beginning.

EXHIBIT B

Equipment

Description of Personal Property and Fixtures

(a) All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by M.D. Henry Company, Inc. for the purpose of, or used or useful in connection with, the Project, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, telephones, telecopy, and other communication equipment and facilities, computers, printers, copy machines, fire detection, suppression and extinguishment facilities, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Project.

(b) The Personal Property and Fixtures described on the following pages.

Inst # 2001-26156

**06/26/2001-26156
08:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MB 21.00**