

FORM UCC-1 ALA.

Important: Read instructions on Back Before Filling out Form.

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

82860

☐ 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.
AFTER FILING RETURN TO: CT CORPORATION 17 SOUTH HIGH STREET COLUMBUS, OH 43215		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office SEP 12 2001 09/18/2001-40425 01:53 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 274.55 003 MSB B01 B72 PU 306	
Pre-paid Acct. # _____ 2. Name and Address of Debtor (Last Name First if a Person) RICHEY'S PROPERTY, L.L.C. 141 Highway 231 Harpersville, Alabama 35078			
Social Security/Tax ID # _____ 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) RICHEY'S BARBEQUE, INC. 141 Highway 231 Harpersville, Alabama 35078			
Social Security/Tax ID # _____ ☐ Additional debtors on attached UCC-E 3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) SOUTHTRUST BANK P. O. Box 2554 Birmingham, Alabama 35290-2554 (Attention: David B. Patton, III, Vice President) Social Security/Tax ID # _____		FILED WITH: Shelby Co. Alabama 4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
☐ Additional secured parties on attached UCC-E 5. The Financing Statement Covers the Following Types (or items) of Property:			

The property described on Schedule "I" attached hereto

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

3	0	0	5	0	0
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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 \$ **171,644.24**
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **257.55**

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)

RICHEY'S PROPERTY, L.L.C. RICHEY'S BARBEQUE, INC. SOUTHTRUST BANK

Signature(s) of Debtor(s)
 BY: **[Signature]** (Its Manager)
 BY: **[Signature]** (Its President)
 BY: **[Signature]** (Its Manager)

Signature(s) of Secured Party(ies) or Assignee
 BY: **David B. Patton III**
 (Its VICE PRESIDENT)

Type Name of Individual or Business

SCHEDULE "I"
TO
FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: RICHEY'S PROPERTY, L.L.C. and RICHEY'S BARBEQUE, INC.
Secured Party/Mortgagee: SOUTHTRUST BANK

The following property:

(a) All equipment, machinery, buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), and all fixtures, fittings, building materials, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and 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, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

(b) Together with all accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;

(c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: (i) all rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and (ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Mortgagee hereby is authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

(d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), or (c) above; and

(e) All books and records pertaining to the above.

EXHIBIT "A"

TO

**MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND
SECURITY AGREEMENT
ASSIGNMENT OF CONTRACTS
FINANCING STATEMENT (UCC-1)
CONSTRUCTION LOAN AGREEMENT
LANDLORD'S WAIVER AND CONSENT
SURVEY AFFIDAVIT AND CERTIFICATION
AFFIDAVIT AND SUBORDINATION AGREEMENT
SELLERS/OWNERS AFFIDAVIT AND INDEMNITY
ESTOPPEL CERTIFICATE AND ATTORNMENMENT AGREEMENT
HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**

BORROWER: RICHEY'S PROPERTY, L.L.C. and RICHEY'S BARBEQUE, INC.

LENDER: SOUTHTRUST BANK

A Parcel of land situated in the SW 1/4 of the SE 1/4 of Section 28, Township 19 South, Range 2 East, situated in Shelby County, Alabama, more particularly described as follows:

Commence at the SE corner of the SW 1/4 of the SE 1/4 of Section 28, Township 19 South, Range 2 East, thence run North along the East line of said 1/4-1/4 section for a distance of 1090.97 feet; thence turn an angle of 86 degrees, 03 minutes, 00 seconds to the left and run a distance of 195.24 feet to the POINT OF BEGINNING; thence continue on last said course for a distance of 184.94 feet; thence turn an angle of 0 degrees, 08 minutes, 34 seconds to the left and run a distance of 156.90 feet to a point on the Southeasterly right of way line of the U.S. Highway No. 231 (80 feet R.O.W.); thence turn an angle of 116 degrees, 24 minutes, 54 seconds to the right and run along said right of way for a distance of 208.70 feet; thence turn an angle of 63 degrees, 38 minutes, 10 seconds to the right and leaving said right of way, run a distance of 157.20 feet; thence turn an angle of 15 degrees, 41 minutes, 36 seconds to the right and run a distance of 154.00 feet; thence turn an angle of 95 degrees, 27 minutes, 35 seconds to the right and run a distance of 156.00 feet to the POINT OF BEGINNING.

Inst # 2001-40425

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**09/18/2001-40425
01:53 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MSB 274.55**