

☐ 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 to:

R. Michael Yarbrow, Esq.  
420 North 20th Street  
Suite 3100  
Birmingham, AL 35203

Pre-paid Acct #

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

2. Name and Address of Debtor

(Last Name First if a Person)

Morrow Brothers Leasing Company  
7450 Cahaba Valley Road  
BIRMINGHAM, AL 35242

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

FILED WITH:

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

Protective Life Insurance Company  
2801 Highway 280 South/Investments  
BIRMINGHAM, AL 35223

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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:

See Schedule A and Exhibit A attached hereto and made a part hereof for all purposes.

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

0	0	0	—	—	—
2	0	0	—	—	—
3	0	0	—	—	—
5	0	0	—	—	—
6	0	0	—	—	—
7	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 \$1,050,000

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$0.00

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)

SEE SCHEDULE I ATTACHED

Signature(s) of Debtor(s)

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

Signature(s) of Debtor(s)

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

Type Name of Individual or Business

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL  
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT  
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM --- UNIFORM COMMERCIAL CODE --- FORM UCC-1  
Approved by The Secretary of State of Alabama

**SCHEDULE I**

**to UCC-1 Financing Statement**

**Morrow Brothers Leasing Company,  
Debtor**

**Protective Life Insurance Company,  
Secured Party**

**DEBTOR:**

**MORROW BROTHERS LEASING COMPANY,**  
An Alabama general partnership

By: \_\_\_\_\_

Gordon Morrow, Jr.  
General Partner

By: \_\_\_\_\_

Malcolm Morrow  
General Partner

## **SCHEDULE "A"**

All tangible personal 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 beds, 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 lightning fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all of Debtor's rents, issues, profits, royalties and 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 of 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 or on 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 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**

A part of the SW 1/4 of the NE 1/4 and also a part of the SE 1/4 of the NE 1/4 of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner of the SW 1/4 of the NE 1/4 of Section 29, Township 18 South, Range 1 West; thence run South along the West line of said 1/4 - 1/4 Section a distance of 977.37 feet; thence turn left and run North 89° 28' 38" East a distance of 932.64 feet to the point of beginning of the property described herein; thence continue along the last described course a distance of 397.46 feet to the Westerly right of way line of County Highway #119; thence turn left and run North 25° 19' 09" East along said right of way line a distance of 271.81 feet; thence turn left and run North 62° 26' 44" West a distance of 375.00 feet; thence turn left and run South 23° 12' 04" West a distance of 460.00 feet to the point of beginning.

To have and to hold to Grantee, its successors and assigns forever.

**Inst # 2001-48272**

**11/07/2001-48272  
12:49 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CH 18.00**