

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  
(763) 421-1713

89615

☐ 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:

Guy V. Martin, Jr., Esq.  
Martin, Rawson & Woosley, P.C.  
#2 Metroplex Drive, Suite 102  
Birmingham, Alabama 35209

Pre-paid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)

MICHAEL R. BARRETT, and  
JAIMEE K. BARRETT, Husband and Wife  
2048 Valleydale Terrace  
Birmingham, Alabama 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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

AMSOUTH BANK  
Attention: Mr. George A. Davis  
Birmingham Business Banking  
Post Office Box 11007  
Birmingham, Alabama 35288  
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 Debtor, all additions, replacements, and proceeds thereof and all other property set forth in Schedule A attached hereto located on the real property described in Exhibit A attached hereto.

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 \$ **\$340,000.00**

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)

Michael R. Barrett

Signature(s) of Debtor(s)

Jaimee K. Barrett

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 A

All interest of Debtor, whether now owned or hereafter acquired, in the rights, interests and personal property (collectively referred to as the "personal property") of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the real estate described in Exhibit A, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the said real estate and any improvements located thereon, including, without limitation, all accounts, documents, instruments, chattel paper, equipment, general intangibles, inventory, all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the improvements located on said real estate, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, any award of payment or compensation payable on account of any condemnation or other taking for public or private use of the said real estate or any improvements located thereon, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

All leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the said real estate, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the said real estate and improvements thereon arising from the use or enjoyment thereof or from any leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the said leases or applied to one or more of the installments of rent coming due.

All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of any interest of Debtor in the said real estate or improvements located thereon; and

All property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the real estate described in Exhibit A is located, including (*inter alia*) all *fructus naturales*, *fructus civiles*, and *fructus industriales*.

Without limiting the foregoing, all fixtures, machinery, equipment, office equipment and machines, inventory, farm products, vehicles and conveyances (including, without limitation, tractors, mowers, sweepers, snow removers, and other similar equipment), construction materials, building supplies, and articles of personal property (whether or not actually located on the real estate); including, but not limited to: heating, ventilating, humidifying and dehumidifying, air conditioning, laundry (including, without limitation, washers and dryers), incinerating, safety, power, plumbing, cleaning, fire prevention and fire extinguishing, and communications supplies, equipment, systems, and apparatus, lamps, chandeliers, and other lighting equipment and fixtures, vacuum cleaning systems, furnaces, boilers, radiators, piping, and coal stokers, plumbing and bathroom fixtures, sprinkler and alarm systems, washtubs, tanks, sinks, gas and electric fixtures, awnings, screens, window shades, storm doors and windows, ducts and compressors, rugs, carpet and other floor coverings, shades and draperies, partitions, elevators, escalators, pumps, motors, engines, conduits, dynamos, refrigerators, stoves, ranges, freezers, incinerators, kitchen equipment and appliances, and all other appliances and fittings, cabinets, shelving and lockers, plants, shrubbery and all landscaping and planting materials, and indoor and outdoor furniture and furnishings; all logos, trademarks, trade names, service marks, good will, and similar property; all books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts, and all other business and financial records and statements of all kinds; all computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware; all televisions, radios, receivers, recorders, cables, lines, apparatus and equipment of all kinds.

All personalty and other property described in the mortgage and security agreement or deed of trust and security agreement or deed to secure debt and security agreement executed by the Debtor in favor of or for the benefit of Secured Party.

All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.



EXHIBIT "A"

PARCEL I:

Commence at the Northwest corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 25, Township 19 South, Range 3 West, and run East along the North line of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  a distance of 470.20 feet; thence turn right an angle of  $140^{\circ}16'30''$  a distance of 174.50 feet for point of beginning; thence turn left an angle of  $71^{\circ}15'24''$  a distance of 186.50 feet; turn right an angle of  $83^{\circ}35'19''$  a distance of 217.87 feet; turn right an angle of  $103^{\circ}55'47''$  a distance of 145.05 feet; turn right an angle of  $63^{\circ}44'18''$  a distance of 208.49 feet to the point of beginning. Being in Southeast  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$ , Section 25, Township 19 South, Range 3 West.

ALSO, a 20.0 foot wide easement for ingress and egress. Said easement being 10.0 feet wide on both sides of a centerline described as follows:

Commence at the Northwest corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 25, Township 19 South, Range 3 West, and run East along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 470.20 feet; thence turn right an angle of  $140^{\circ}16'30''$  a distance of 174.50 feet; thence turn left an angle of  $71^{\circ}15'24''$  a distance of 186.50 feet; thence turn right an angle of  $83^{\circ}35'19''$  a distance of 40.06 feet to the point of beginning of said easement centerline; thence turn left an angle of  $101^{\circ}55'36''$  a distance of 82.47 feet; thence turn left an angle of  $34^{\circ}55'29''$  a distance of 17.29 feet to a point on Valley Dale Terrace right of way and the end of said easement centerline.

Situated in Shelby County, Alabama.

PARCEL II:

Commence at the Northwest corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 25, Township 19 South, Range 3 West, and run East along the North line of said Southeast  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  a distance of 470.20 feet; thence turn right an angle of  $140^{\circ}16'30''$  a distance of 174.50 feet; thence turn left an angle of  $71^{\circ}15'24''$  a distance of 186.50 feet to the point of beginning of the tract of land herein described; thence continue along the last described course a distance of 130.16 feet; thence turn right an angle of  $75^{\circ}09'30''$  a distance of 206.86 feet; thence turn right an angle of  $76^{\circ}38'00''$  a distance of 64.05 feet; thence turn right an angle of  $35^{\circ}42'00''$  a distance of 103.42 feet; thence turn right an angle of  $76^{\circ}04'13''$  a distance of 217.87 feet to the point of beginning.

Said tract of land being subject to a 20.0 foot wide easement for ingress and egress:

Said easement being 10.0 feet wide on both sides of a centerline, described as follows:

Commence at the Northwest corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 25, Township 19 South, Range 3 West, and run East along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 470.20 feet; thence turn right an angle of  $140^{\circ}16'30''$  a distance of 174.50 feet; thence turn left an angle of  $71^{\circ}15'24''$  a distance of 186.50 feet; thence turn right an angle of  $83^{\circ}35'19''$  a distance of 40.06 feet to the point of beginning of said easement centerline; thence turn left an angle of  $101^{\circ}55'36''$  a distance of 82.47 feet; thence turn left an angle of  $34^{\circ}55'29''$  a distance of 17.29 feet to a point on Valley Dale Terrace right of way and the end of said easement centerline.

Inst # 2001-53964

12/10/2001-53964  
02:03 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL 17.00