

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

58141

☐ 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 acknowledgement to:

James E. Vann, Esquire
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205

Pre-paid Acct. # _____

2. Name and Address of Debtor

(Last Name First if a Person)

Investment Partners, Inc.
P.O. Box 381804
Birmingham, AL 35238

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)

The Bank
17 North 20th Street
Birmingham, AL 35203

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.

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

ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER:

2001 1 56927

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)

SEE ATTACHED SIGNATURE PAGE

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

SEE ATTACHED SIGNATURE PAGE

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

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

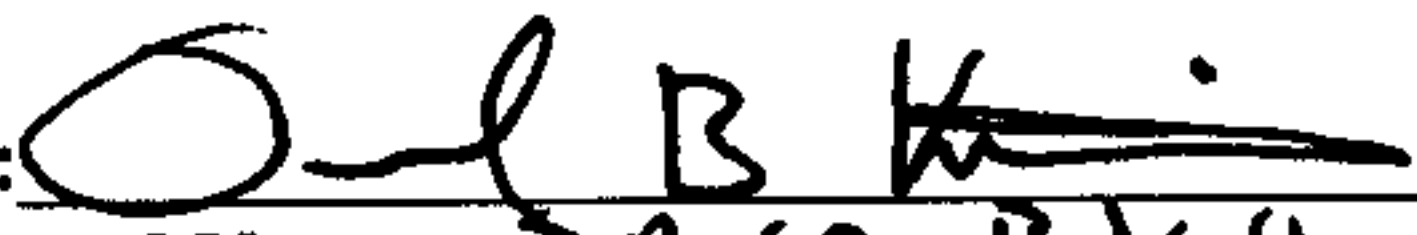
Type Name of Individual or Business

**SIGNATURE PAGE
TO UCC-1 FINANCING STATEMENT**

This Signature Page is attached to and incorporated into the UCC-1 Financing Statement naming Investment Partners, Inc. as Debtor and The Bank as Secured Party. Signatures:


Debtor:

INVESTMENT PARTNERS, INC.

By: 
Printed Name: DAVID B Keith
Title: President

Secured Party:

The Bank

By: 
Printed Name: Paul Z. Rogers
Title: Vice President

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

DESCRIPTION OF REAL PROPERTY

PARCEL I:

Lot 3, according to the Survey of Valleydale Professional Park, as recorded in Map Book 28, Page 15, in the Probate Office of Shelby County, Alabama.

PARCEL II:

TOGETHER with a permanent easement over Lot 2, according to the Survey of Valleydale Professional Park, as recorded in Map Book 28, Page 15, in the Probate Office of Shelby County, Alabama, which easement is granted for the purpose of ingress and egress and the running of utilities to the property conveyed herein, and which easement is in the location shown on the plat for "Valleydale Professional Park", as the "Access Easement" lying along the Eastern edge of said Lot 2, and which easement is 60.08 feet wide along its Southwestern boundary, and 60.18 feet along its Northeastern boundary. The aforesaid easement is perpetual and appurtenant to the property conveyed herein.

Inst. # 2001-56928

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**12/27/2001-56928
01:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 18.00**