

☐ 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:

Damon P. Denney, Esq.
Burr & Forman LLP
420 North 20th Street, Suite 3100
Birmingham, AL 35203

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

Pre-paid Acct #

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

McCullough Snappy Service Oil Co., Inc.
P. O. Box 579
FULTONDALE, AL 35068

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:

AL-Shelby County

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

SouthTrust Bank
PO Box 2554
Birmingham, AL 35290

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:

The collateral is more particularly described in Exhibit B attached hereto and made a part hereof. The "Land" referred to in Exhibit B is more particularly described in Exhibit A attached hereto and made a part hereof.

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

0	0	0	7	0	0
1	0	0	8	0	1
1	0	2	8	0	3
2	0	0	—	—	—
3	0	0	—	—	—
5	0	0	—	—	—
6	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 \$

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 Secured Party(ies) or Assignee

Signature(s) of Debtor(s)

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

See Schedule I Attached Hereto

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

MCCULLOUGH SNAPPY SERVICE OIL CO., INC.,
a Delaware corporation

By: D. Lloyd Bowers
Name: D. LLOYD BOWERS
Title: PRESIDENT

Legal Description
A-1
Jefferson County
7583 U.S. Highway No. 78
Dora, Alabama 35062

Commence at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 13, Township 15 South, Range 5 West and South along the East line of said quarter Section for a distance of 165.50' for the POINT OF BEGINNING, thence continue South along the last described course for a distance of 403.69' to the northerly right of way line of US Highway 78; thence run North 45 degrees 33'30" West along said right of way for a distance of 345.0'; said point being on the east right of way line of Turner Road; thence run North 08 degrees 59'30" West, along the east right of way line of Turner Road, for a distance of 132.30' to a point; thence North 83 degrees 16'35" East (Deed) North 83 degrees 16'53" East (Measured) for a distance of 268.86' (Deed) 268.84' (Measured) to the POINT OF BEGINNING and containing 67,487.79 square feet or 1.5493 acres.

Legal Description
A-2
Jefferson County
290 Cane Creek Road
Warrior, Alabama 35180

A part of the Northwest quarter of the Northeast quarter of Section 23, Township 14 South, Range 3 West, situated in Jefferson County, Alabama, more particularly described as follows:

Commence at the southwest corner of the northwest quarter of the northeast quarter of Section 23, Township 14 South, Range 3 West and run North along the west line thereof for 643.7' to the southerly right of way line of Cane Creek Road; thence 96 degrees 33 minutes 52 seconds right and run East along said right of way for 20.13' to the POINT OF BEGINNING; thence continue along the last described course and along said right of way for 210.0', thence 83 degrees 26'08" right and run South for 208.71', thence 96 degrees 33'52" right and run West for 210.0'; thence 83 degrees 26'08" right and run North for 208.71' to the POINT OF BEGINNING and containing 1.0 acres more or less.

LESS AND EXCEPT any part within the right of way of New Cane Creek Road.

Legal Description
A-3
Shelby County
132 Shelby County Highway No. 87
Calera, Alabama 35040

Being Lot 1, in Airport Plaza, as recorded in Map Book 19, Page 36, in the Probate Office of Shelby County, Alabama, containing 1.35 acres, more or less.

Legal Description
A-4
St. Clair County
780 Mineral Springs Road
Pell City, Alabama 35125

From the Southeast corner of the Southwest quarter of the Northwest quarter of Section 34, Township 16 South, Range 3 East go North 0 degrees 16 minutes 17 seconds West, 89.56 feet for the point of beginning; thence South 74 degrees 51 minutes 00 seconds East 201.4 feet; thence North 05 degrees 47 minutes 48 seconds West, 479.41 feet; thence South 34 degrees 12 minutes 24 seconds West 199.75 feet; thence South 81 degrees 56 minutes 48 seconds West, 264.83 feet to the Southeast right of way of Eden Cut off Road; thence left 135.7 feet along an arc of a curve which has a delta angle of 5 degrees 39 minutes 16 seconds and a radius of 1375 feet, and a chord bearing of South 24 degrees 05 minutes 45 seconds West; thence South 68 degrees 59 minutes 52 seconds East, 200.79 feet to a point; thence South 74 degrees 46 minutes 52 seconds East, a distance of 99.96 feet to the point of beginning and containing 2.6 acres and lying in the Southwest quarter of the Northwest quarter, and in the Southeast quarter of the Northwest quarter of Section 34, Township 16 South, Range 3 East, St. Clair County, Alabama.

Legal Description
A-5
Walker County
5500 Highway No. 78 West
Jasper, Alabama 35501

A parcel of land located in the East half of the Northwest quarter of the Southwest quarter of Section 1, Township 14 South, Range 8 West, Walker County, Alabama, being more particularly described as follows:

Starting at the Northeast corner of said East half, thence N 89°46'51" W along the north boundary of the East half a distance of 206.59'; thence S 46°14'15" W a distance of 479.88' to the East right of way of Gamble Road; thence S 39°19'05" E along said right of way a distance of 60.00' to the POINT OF BEGINNING; thence, continue S 39°19'05" E along said right of way a distance of 88.62' to a point; thence S 03°16'33" W along said right of way a distance of 177.99' to a found right of way marker; thence S 41°31'03" E Deed, S 36°21'19" E Measured a distance of 38.99' to the North right of way of Highway 78; thence S 86°43'01" E along said North right of way a distance of 206.29' thence N 03°16'59" E a distance of 318.16', thence N 86°43'01" W a distance of 249.35', thence S 46°14'15" W a distance of 61.37' to thence POINT OF BEGINNING and containing 1.7651 acres.

EXHIBIT B
UCC-1 FINANCING STATEMENT

- (a) All that tract or parcel of land particularly described in Exhibit A attached hereto and made a part hereof (the "Property").
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Property, and all fixtures, machinery, equipment, furniture, furnishings, and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used or intended to be used in connection with or with the operation of said property (including, but not limited to all industrial machinery, equipment and fixtures, office machinery, furniture, tools and spare parts), buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.
- (c) All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the real estate described herein, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located, including, 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.
- (d) All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, 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 Debtor, 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 Debtor of, in and to the same.
- (e) Any and all existing and future leases and use agreements of personal property entered into by the Debtor as lessor with other Persons as lessees and in anywise relating to any of the Property, including without limitation the right to receive and collect all rentals and other monies, including security deposits, at any time payable under such leases and agreements;
- (f) Any and all existing and future leases and use agreements of personal property entered into by the Debtor as lessee with other Persons as lessor and in anywise relating to any of the Property, including without limitation the leasehold interest of the Debtor in such property, and all options to purchase such property or to extend any such lease or agreement;
- (g) Any and all accessions and additions now or hereafter made or added to any of the property described in subparagraphs (a) through (d) above, any substitutions and replacements therefor, and all attachments and improvements now or hereafter placed upon or used in connection therewith, or any part thereof;

(h) All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards.

(i) Any and all plans and specifications for renovation of improvements located on the Property;

(j) All applications and commitments now in existence or hereafter made or issued relating to the permanent financing of the improvements located on the Property, and

(k) All contracts now or hereafter made by Debtor relating to the Property or the renovation, equipping, marketing, management, sale or lease of all or any part of the Property or the improvements located on the Property.

(l) All interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in subparagraphs (a) through (k) above (whether now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default under the Loan Documents, the right to receive and retain the rents, issues, and profits thereof); and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by the Lender for or on behalf of the Debtor in substitution for or in addition to any of said property and specified for that purpose; and

(m) All books, documents and records (whether on computer or otherwise) related to any of the items described in subparagraphs (a) through (l) above.

Inst # 2002-04104

**01/24/2002-04104
08:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CH 39.00**