

# STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

**Important: Read Instructions on Back Before Filling out Form.**

☐ 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:

SOUTHFIRST MORTGAGE, INC  
3055 LORNA ROAD #100  
BIRMINGHAM, AL 35216

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)

BILL CLECKLEY CONSTRUCTION, INC  
438 COUNTY ROAD 89  
CLANTON, AL 35046

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. SECURED PARTY (Last Name First if a Person)

SOUTHFIRST MORTGAGE, INC  
3055 LORNA ROAD #100  
BIRMINGHAM, AL 35216

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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

000	100
200	300
500	600
700	800
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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 \$

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)

*Margie L. Bryant*  
Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee  
SouthFirst Mortgage, Inc.

Type Name of Individual or Business

BILL CLECKLEY CONSTRUCTION, INC

Signature(s) of Debtor(s)

BY: *William M. Cleckley*  
Signature(s) of Debtor(s)  
WILLIAM M. CLECKLEY, ITS PRESIDENT  
Type Name of Individual or Business

(Space above this line for recording purposes)

**REAL ESTATE MORTGAGE**  
To Secure a Loan  
From SOUTHFIRST MORTGAGE, INC.

Inst # 2001-49453

11/15/2001-49453  
08:49 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

009 CH 3410.00

1. **DATE AND PARTIES.** The date of this Real Estate Mortgage (Mortgage) is November 5, 2001, and the parties and their mailing addresses are the following:

**MORTGAGOR:**

**BILL CLECKLEY CONSTRUCTION, INC.**  
an ALABAMA corporation  
438 COUNTY ROAD 89  
CLANTON, ALABAMA 35046  
Tax I.D. [REDACTED]

**BANK:**

**SOUTHFIRST MORTGAGE, INC.**  
a federal association  
3055 LORNA ROAD, #100  
BIRMINGHAM, Alabama 35216  
Tax I.D. # [REDACTED]  
Branch No. 0003  
(as Mortgagee)

2. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Obligations secured by this Mortgage at any one time shall not exceed \$2,250,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Mortgage. Also, this limitation does not apply to advances made under the terms of this Mortgage to protect Bank's security and to perform any of the covenants contained in this Mortgage.
3. **OBLIGATIONS DEFINED.** The term "Obligations" is defined as and includes the following:
- A promissory note, No. 5030318335, (Note) dated November 5, 2001, with a maturity date of November 5, 2002, and executed by BILL CLECKLEY CONSTRUCTION, INC. (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$2,250,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.
  - All future advances by Bank to Borrower, to Mortgagor, to any one of them or to any one of them and others (and all other obligations referred to in the subparagraph(s) below, whether or not this Mortgage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness).
  - All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.
  - All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Property (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagor's, behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.
  - Borrower's performance of the terms in the Note or Loan, Mortgagor's performance of any terms in this Mortgage, and Borrower's and Mortgagor's performance of any terms in any deed of trust, any trust deed, any trust indenture, any other mortgage, any deed to secure debt, any security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guaranties or otherwise relates to the Note or Loan.

However, this Mortgage will not secure another debt:

- A. if Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt.

4. **CONVEYANCE.** In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage), Mortgagor hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in SHELBY County, ALABAMA, to-wit:

**SEE ATTACHED EXHIBIT FOR COMPLETE LEGAL**

such property not constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment; all landscaping; all exterior and interior improvements; all easements, issues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgagor does hereby warrant and defend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof.

5. **LIENS AND ENCUMBRANCES.** Mortgagor warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever. Mortgagor agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagor may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to

THE LAND IS DESCRIBED AS FOLLOWS:

A parcel of land situated in the East ½ of the NE ¼ of Section 28, Township 21 South, Range 1 West, being more particularly described as follows:

Commence at the SE corner of the SE ¼ of the NE ¼ of Section 28, Township 21 South, Range 1 West, said point also the point of beginning; thence North 02 degrees, 08 minutes 02 seconds West along the East line of said Section 28 for a distance of 859.12 feet; thence South 87 degrees 48 minutes 08 seconds West for a distance of 427.49 feet; thence North 02 degrees 12 minutes 11 seconds West for a distance of 1009.79 feet to a point on the Southerly right of way line of Alabama Highway 70, said point also a point on a curve to the right having a radius of 5855.51 feet and a central angle of 3 degrees 04 minutes 41 seconds, said curve subtended by a chord bearing North 85 degrees 05 minutes 06 seconds West and a chord distance of 314.53 feet; thence along the arc of said curve and along said right of way for a distance of 314.57 feet; thence South 06 degrees 27 minutes 15 seconds West along said right of way for a distance of 20.00 feet; thence North 83 degrees 32 minutes 45 seconds West along said right of way for a distance of 581.59 feet; thence South 01 degrees 51 minutes 04 seconds East and leaving said right of way for a distance of 2009.13 feet to the Southwest corner of said SE ¼ of the NE ¼ of Section 28, Township 21 South, Range 1 West; thence North 86 degrees 21 minutes 25 seconds East for a distance of 1329.30 feet to the point of beginning.

Inst # 2002-11133

03/07/2002 11:13  
02:09 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
003 KEL 29.00