

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Timothy D. Davis (205) 930-5132

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Inst # 2002-15253

04/02/2002-15253
08:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CH 29.001. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Patrick-Oliver Group, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

8841 Helena Road

CITY

Pelham

STATE

AI

POSTAL CODE

35124

COUNTRY

USA

1d. TAX ID#: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

limited liability company

1f. JURISDICTION OF ORGANIZATION

Alabama

1g. ORGANIZATIONAL ID #, if any

☐ NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID#: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Bank of Alabama

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

2340 Woodcrest Place

CITY

Birmingham

STATE

AI

POSTAL CODE

35209

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All of the properties, assets and rights of the Debtor, whether now owned or hereafter acquired or arising, including, described more fully on Schedule 1 attached hereto and incorporated fully herein by reference, which may now or hereafter be related to or located on the real property described on Exhibit "A" attached hereto, together with all additions thereto and replacements, proceeds and products thereof.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum ☐ Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

This instrument is filed as additional security to a mortgage in the amount of \$180,000.00 filed simultaneously herewith in Shelby County, Alabama.

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

SCHEDULE I

(1) All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (hereinafter referred to collectively as the "Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Jefferson County, Alabama, more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Property as between Debtor and Secured Party and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in and to be secured by that certain Loan A Mortgage and Security Agreement entered into by and between Debtor and Secured Party simultaneously herewith (as the same may be amended or modified from time to time, the "Mortgage");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

(d) All rents, issues, profits, revenues and proceeds of and from the Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Property, or any part thereof), and all of 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, reserving only the right to Debtor to collect the same so long as Debtor is not in default under the Mortgage or such collection is not otherwise restricted by the Mortgage.

(2) All of Debtor's right, title and interest in, to and under:

(a) Any and all plans, specifications and drawings relating to the Property and/or Improvements, and any and all modifications thereof and changes thereto;

- (b) All deposit or similar accounts relating to the Property or the Improvements;
- (c) Debtor's books and records relating to the Property or the Improvements;
- (d) All applications and commitments now in existence or hereafter made or issued relating to the permanent financing of the Property and Improvements; and
- (e) All contracts or other agreements to which Debtor now or hereafter is a party or a beneficiary (whether an original party or an assignee or other successor in interest to an original party) relating to the Property and/or the Improvements or to the construction, repairing, use, occupancy, equipping, marketing, management, sale or lease of all or any part of the Improvements and/or the Property, and any and all renewals, extensions and modifications of any thereof, and all bonds and other guaranties of payment or performance in favor of Debtor under or with respect to any thereof.

Except as otherwise specifically defined herein, all capitalized words and phrases used herein shall have the respective meanings attributable to them as set forth in the Mortgage, the terms and conditions of which are hereby incorporated herein by this reference.

EXHIBIT "A"

PARCEL I:

Lots 9 and 10, according to the Survey of Valleydale Estates, as recorded in Map Book 4, page 90, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Also: A part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West, recorded in Deed Book 107, page 385 in the Probate Office of Shelby County, Alabama and described as follows:

Begin at the Northwest corner of the Southwest $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama; Thence run in an Easterly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 181.41 feet to its intersection with the Northwesterly right of way line of Valley Dale Road; Thence turn an angle to the right of 132 degrees 07 minutes 22 seconds and run in a Southwesterly direction along said Northwesterly right of way line of Valley Dale Road a distance of 266.81 feet to its intersection with the west line of said $\frac{1}{4}$ - $\frac{1}{4}$; Thence turn an angle to the right of 137 degrees 10 minutes and run in a Northerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 197.92 feet to the point of beginning.

Less and except any part of said land lying in the public road right of way.

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SHELBY COUNTY JUDGE OF PROBATE

003 CH 29.00