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Shelby Cnty Judge of Probate, AL  
07/11/2002 14:28:00 FILED/CERTIFIED

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

GRADCO, INC.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

73471 Cahaba Valley Road

CITY

Birmingham

STATE

AL

POSTAL CODE

35212

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

Corporation

1f. JURISDICTION OF ORGANIZATION

Alabama

1g. ORGANIZATIONAL ID #, if any

☒ NONE

2. 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

☐ NONE

3. 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

ALAMERICA BANK

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P.O. Box 55269

CITY

Birmingham

STATE

AL

POSTAL CODE

35223

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto and incorporated herein by reference.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

## SCHEDULE A

All of Debtor's right, title and interest in and to the following described property, together with any and all proceeds, increases, substitutions, replacements, repairs, additions and accessions thereof and thereto, all of the foregoing being hereinafter collectively referred to as the "Collateral":

(a) All rights to the payment of money or other forms of consideration, all accounts, notes, accounts receivable, contract rights, general intangibles, drafts, documents, chattel paper, choses in action, undertakings, surety bonds, insurance policies, acceptances and all other forms of claims, demands, instruments and receivables, whether for goods sold or leased or for services performed or to be performed, or otherwise, now existing or hereafter arising, together with all guarantees, security agreements, leases and rights and interests securing the same and all right, title and interest of Debtor in the merchandise which gave or shall give rise thereto, including the right of stoppage in transit, repossession and resale (hereinafter sometimes collectively referred to as the "Receivables");

(b) All files, correspondence, books and records of Debtor, including without limitation, books of account and ledgers of every kind and nature, all electronically recorded data relating to the Collateral, Debtor or the business thereof, all computer programs, tapes, discs and data processing software containing the same, and all receptacles and containers for such records, whether now or hereafter existing, and wherever located;

(c) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issues and/or improvements to, of or with respect to any of the foregoing;

(d) All rights, remedies, powers and/or privileges of Debtor with respect to any of the foregoing; and

(e) Any and all proceeds, profits and products of any of the foregoing, including without limitation, all insurance and the proceeds thereof, money, goods, accounts, general intangibles, deposit accounts, documents, instruments, chattel paper, and any other tangible or intangible property received upon the sale or disposition of any of the foregoing, and all rights to condemnation proceeds or the proceeds of any other form of taking thereof, now existing or hereafter arising.

Nothing in this Agreement shall be deemed to constitute an assumption or acceptance by Secured Party of any obligation of Debtor under any of the Collateral or under any contract or agreement for the purchase, sale, lease or other disposition of the Collateral. Debtor hereby confirms that, notwithstanding the above grant of security interests in favor of Secured Party or any exercise by Secured Party of any rights or remedies hereunder, Debtor shall remain liable for any and all liabilities and obligations arising under or in respect of the Collateral and in shall indemnify and hold Secured Party harmless from and against all such liabilities and obligations.