



20030106000010660 Pg 1/4 32.00
Shelby Cnty Judge of Probate, AL
01/06/2003 14:15:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Richard C. Fruechtenicht - (205) 868-3605
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Protective Life Insurance Company P. O. Box 2606 Birmingham, Alabama 352502 ATTN: Investment Department

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 Armstrong Oil Company, Incorporated				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS c/o Todd A. Sitton, 2042 Shannon Road		CITY Shannon	STATE AL	POSTAL CODE 35142
1d. TAX ID #: SSN OR EIN		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
2d. TAX ID #: SSN OR EIN		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 Protective Life Insurance Company				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P. O. Box 2606, ATTN: Investment Dept.		CITY Birmingham	STATE AL	POSTAL CODE 35202

4. This FINANCING STATEMENT covers the following collateral:

All of the equipment, fixtures, contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule A attached hereto on the real property described on Exhibit A attached hereto.

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 Loan 24889 - (assumption) - to be filed in Shelby County, Alabama						

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

OR	9a. ORGANIZATION'S NAME		
	Armstrong Oil Company, Incorporated		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

OR		11a. ORGANIZATION'S NAME					
		11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
		11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		
					☐ NONE		

OR	12a. ORGANIZATION'S NAME				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
	12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

16. Additional collateral description:
see Schedule A attached

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

SCHEDULE A

All of Debtor's estate, right, title and interest in, to and under the Property and any and all of the following, whether now owned or held or hereafter acquired or owned by Debtor:

- (a) All Leases;
- (b) All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of Debtor's interest in the Property;
- (c) All proceeds (*including claims thereto or demands therefor*) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims; and
- (d) All insurance proceeds payable on account of any act or occurrence of any kind or nature which results in damage, loss or destruction to the Property and all awards of payment or compensation payable on account of any condemnation or other taking for public or private use of the Property or which relates to injury, damage, benefit or betterment thereto.

As used in this Schedule A, the following terms shall have the respective meanings attributed to them as follows:

Improvements: all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land or any portion thereof; all fixtures and other articles of every kind and nature whatsoever now or hereafter owned by Debtor and used or procured for use in connection with the operation and maintenance on the Realty or Personalty.

Land: the land described in *Exhibit A* attached hereto, together with all estate, title, interests, title reversion rights, rents, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, gaps, gores, liberties, privileges, water rights, water courses, alleys, streets, passages, ways, vaults, adjoining strips of ground, licenses, tenements, franchises, hereditaments, rights, appurtenances and easements, now or hereafter owned by Debtor and existing, belonging or appertaining to the Land, all claims or demands whatsoever of Debtor therein or thereto, either in law or in equity, in possession or in expectancy and all estate, right, title and interest of Debtor in and to all streets, roads and public places opened or proposed, now or appertaining to, the Land.

Leases: all leases, lease guaranties, license agreements and other occupancy or use agreements (*whether oral or written*), now or hereafter existing, which cover or relate to all or any portion of the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the Property arising from the use or enjoyment thereof or from the Leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

Personalty: all of Debtor's interest in the personal property of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the Realty, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the Realty, including, without limitation, all accounts, documents, instruments, chattel paper (including electronic chattel paper and tangible chattel paper), general intangibles (including payment intangibles and software), goods (including consumer goods, inventory, equipment and farm products), letter-of-credit rights and deposit accounts (*as those terms are defined in the Uniform Commercial Code as now adopted or amended from time to time in the State*), all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the Improvements, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

Property: the Realty and Personalty or any portion thereof or interest therein except as the context otherwise requires.

Realty: the Land and Improvements or any portion thereof or interest therein, as the context requires.

Some of the above-described property is now, or may in the future become, affixed to the Land described on *Exhibit A* attached hereto. The Debtor is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

EXHIBIT "A"

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at an iron pin found, purported to be the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 2, Township 21 South, Range 3 West; thence with a right interior angle of $33^{\circ}07'45''$ from a point South on the East line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 2, proceed in a Southwesterly direction, 267.18 feet to an iron pin found, said point being the point of beginning of said parcel; thence continue in a Southwesterly direction, along said previous course, 72.81 feet to an iron pin found; thence with a left interior angle of $89^{\circ}58'47''$, proceed in a Northwesterly direction, 459.81 feet to an iron pin set on the Easterly right of way of 4th Place Southwest; thence with a left interior angle of $89^{\circ}59'30''$, proceed in a Northeasterly direction, along said right of way, 83.02 feet to a cross set in a concrete curb, said point being on a curve to the left, said curve having a central (delta) angle of $16^{\circ}53'50''$, a radius of 163.50 feet and an arc length of 48.22 feet; thence with a left interior angle of $134^{\circ}54'48''$ to tangent of said curve, and leaving said right of way, proceed in a Northeasterly direction, along the arc of said curve, 48.22 feet to the end of said curve and a cross set in a concrete curb; thence proceed in a Northeasterly direction, tangent to the last curve, 84.45 feet to an iron pin set; thence with a left interior angle of $88^{\circ}01'18''$, proceed in a Southeasterly direction, 245.07 feet to an iron pin set; thence with a left interior angle of $210^{\circ}10'34''$, proceed in a Southeasterly direction, 179.34 feet to the point of beginning of said parcel.