

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] James E Vann (205) 930-5484	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) SIROTE & PERMUTT, P.C. James E. Vann 2311 Highland Avenue South Birmingham, Alabama 35205	

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						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
	Kidd		Mark	D.		
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2509 Rocky Ridge Road			BIRMINGHAM	Al	35243	USA
1d. TAXID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any	
					<input checked="" type="checkbox"/> 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	
					<input type="checkbox"/> 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						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
	First Commercial Bank					
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
800 Shades Creek Parkway			BIRMINGHAM	Al	35209	USA

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 located on the real property described on EXHIBIT A attached hereto.

Additional security for mortgage recorded at 20030613000372290

5. ALTERNATIVE DESIGNATION [if applicable]		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAIOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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) [optional]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA		44640-215					

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
	Kidd	Mark
		MIDDLE NAME, SUFFIX
		D.

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine names

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

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME -insert only one debtor name (12a or 12b)

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

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate.

See Exhibit A attached hereto and incorporated herein

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Mark D. Kidd

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ 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 tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including, but not limited to, tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including, but not limited to, ice boxes, refrigerators, ranges, dishwashers, disposals, hoods, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, Venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures, and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, 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.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

Exhibit A

PARCEL I:

A parcel of land located in the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of the SE $\frac{1}{4}$ of Section 5, being the point of beginning; thence run South along the West line of said SE $\frac{1}{4}$ a distance of 169.44 feet; thence left 90 degrees 28 minutes 53 seconds a distance of 206.25 feet to the West right of way of U.S. Highway 280; thence left 92 degrees 21 minutes 30 seconds along said right of way, a distance of 169.58 feet to the North line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$; thence left 87 degrees 38 minutes 30 seconds leaving said right of way run West along the North line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$ for a distance of 197.85 feet to the point of beginning.

Situated in Shelby County, Alabama.

PARCEL II:

Tract 1:

Part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

From the southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section run in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 489.17 feet to the point of beginning; thence continue Westerly along the previous course a distance of 268.83 feet to a point on the East right of way line of Rocky Ridge Road; thence turn a left interior angle of 98 degrees 34 minutes 06 seconds and run Northwesterly along said East right of way line for a distance of 85.00 feet to a point; thence turn a left interior angle of 80 degrees 43 minutes 48 seconds and run Easterly 282.50 feet to a point; thence turn a left interior angle of 90 degrees 00 minutes and run Southerly of 80.60 feet to the point of beginning, making a closing left interior angle of 90 degrees 42 minutes 06 seconds.

Tract 2:

Part of Lot 1, according to the Survey of Rocky Ridge Estates, as recorded in Map Book 28, Page 78, in the Probate Office of Jefferson County, Alabama, being more particularly described as follows:

From the Northeast corner of Lot 1, Rocky Ridge Estates, run in a Westerly direction along the North lot line 312.03 feet to the point of beginning; thence continue along said North lot line 32.52 feet to a point; thence turn a right interior angle of 92 degrees 15 minutes 54 seconds and run Southerly 0.62 feet to a point; thence turn a right interior angle of 90 degrees 00 minutes and run 32.5 feet to a point; thence turn a right interior angle of 90 degrees 00 minutes and run 1.90 feet to the point of beginning, making a closing right interior angle of 87 degrees 44 minutes 06 seconds.

Situated in Jefferson County, Alabama.