



20030731000493730 Pg 1/4 32.00
Shelby Cnty Judge of Probate, AL
07/31/2003 11:20:00 FILED/CERTIFIED

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) James E. Vann, Esq. Sirote & Permutt, P.C. 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 <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME Jerry W. Busby Irrevocable Trust				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2412 Crestdale Circle				
CITY Birmingham		STATE Al	POSTAL CODE 35216	COUNTRY USA
1d. TAX ID#: SSN OR EIN [REDACTED]	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Trust	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -insert only <u>one</u> 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 <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME AmSouth Bank				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P.O. Box 11007				
CITY Birmingham		STATE Al	POSTAL CODE 35288	COUNTRY 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 20030731000493710

5. ALTERNATIVE DESIGNATION [if applicable]		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	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 44639-102							

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

Jerry W. Busby Irrevocable Trust

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

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

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

☐ NONE

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

12a. ORGANIZATION'S NAME

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

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

Jerry W. Busby Irrevocable Trust

16. Additional collateral description:

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

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 24, THENCE RUN EAST ALONG THE NORTH SECTION LINE 2114.99 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY OF SHELBY COUNTY HIGHWAY 33. THENCE RUN SOUTH 18 DEG. 33 MIN. WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 95.20 FEET. THENCE RUN SOUTH 16 DEG. 58 MIN. WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 307.00 FEET. THENCE RUN SOUTH 12 DEG. 43 MIN. WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 213.60; THENCE RUN SOUTH 14 DEG. 34 MIN. WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 137.66 FEET. THENCE RUN SOUTH 69 DEG. 55.5 MIN. EAST A DISTANCE OF 613.01 FEET TO A POINT IN COATS BRANCH. THENCE RUN NORTHERLY ALONG SAID BRANCH THE FOLLOWING COURSES; THENCE RUN NORTH 32 DEG. 43 MIN. EAST A DISTANCE OF 202.00 FEET, THENCE RUN NORTH 03 DEG. 51 MIN. WEST A DISTANCE OF 52.80 FEET; THENCE RUN NORTH 13 DEG. 47 MIN. WEST A DISTANCE OF 55.40 FEET; THENCE RUN NORTH 26 DEG. 01 MIN. EAST A DISTANCE OF 60.60 FEET; THENCE RUN NORTH 65 DEG. 38 MIN. EAST A DISTANCE OF 18.95 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 24; THENCE RUN NORTH 01 DEG. 41 MIN. EAST A DISTANCE OF 576.87 FEET ALONG THE EAST 1/4 LINE TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE RUN 87 DEG. 46 MIN. WEST A DISTANCE OF 527.87 FEET ALONG THE NORTH 1/4-1/4 LINE TO THE POINT OF BEGINNING.

PARCEL II

A PARCEL OF LAND IN THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE SOUTH 87 DEG. 46 MIN. EAST ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 24 A DISTANCE OF 1669.02 FEET (MAP) TO THE POINT OF BEGINNING; THENCE SOUTH 18 DEG. 40 MIN. WEST A DISTANCE OF 190.46 FEET (MAP); THENCE SOUTH 11 DEG. 40 MIN. WEST A DISTANCE OF 369.40 FEET (MAP); THENCE NORTH 81 DEG. 15 MIN. EAST A DISTANCE OF 37.50 FEET (MAP); THENCE SOUTH 13 DEG. 32 MIN. 46 SEC. WEST A DISTANCE OF 75.45 FEET (75.00 FEET MAP); THENCE NORTH 81 DEG. 15 MIN. EAST A DISTANCE OF 326.28 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF SHELBY COUNTY HIGHWAY 33(80 FOOT RIGHT OF WAY); THENCE NORTH 12 DEG. 43 MIN. 00 SEC. EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 173.69 FEET; THENCE NORTH 16 DEG. 58 MIN. 00 SEC. EAST AND CONTINUING ALONG SAID RIGHT-OF-WAY LINE A DISTANCE 311.09 FEET; THENCE NORTH 18 DEG. 33 MIN. 00 SEC. EAST AND CONTINUING ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 83.38 FEET; THENCE NORTH 87 DEG. 45 MIN. 01 SEC. WEST AND LEAVING SAID RIGHT-OF-WAY LINE A DISTANCE OF 362.03 FEET TO THE POINT OF BEGINNING.