



20030827000569720 Pg 1/6 6,917.25
Shelby Cnty Judge of Probate, AL
08/27/2003 10:25:00 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)	
PLEASE RETURN TO CSC 2730 Gateway Oaks Drive, Suite 100 Sacramento, CA 95833 Acct. #P6-0000-743-9	

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				
OR	1a. ORGANIZATION'S NAME Amerco Real Estate Company of Alabama, Inc.			
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2727 North Central Avenue		CITY Phoenix	STATE AZ	POSTAL CODE 85004
1d. TAX I.D.#: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Alabama
				1g. ORGANIZATIONAL I.D.#, if any ☐ 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				
OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. TAX I.D.#: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
				2g. ORGANIZATIONAL I.D.#, if any ☐ 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)				
OR	3a. ORGANIZATION'S NAME Wells Fargo Foothill, Inc., as Agent			
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 2450 Colorado Avenue, Suite 3000 West		CITY Santa Monica	STATE CA	POSTAL CODE 90404
COUNTRY USA				

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "A" attached and incorporated herein

INDEBTEDNESS: 4,587,500.

This financing statement is presented for filing to the County of Shelby, Alabama

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

204977-170 LXB \$38

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT			
OR	9a ORGANIZATION'S NAME		
	Amerco Real Estate Company of Alabama, Inc.		
	9b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
			,

10. MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only <u>one</u> debtor name (11a or 11b) – do not abbreviate or combine names				
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 I.D.#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL I.D.#, if any ☐ None

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME – insert only <u>one</u> name (12a or 12b)				
OR	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 "B" attached
15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:
17. Check <u>only</u> one box. Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate
18. Check <u>only</u> if applicable and check <u>only</u> 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

Property ID No.: 775057

Property Address: 2797 Pelham Parkway, Pelham, Alabama

EXHIBIT "A"

Description of Collateral

All right, title and interest of AMERCO REAL ESTATE COMPANY OF ALABAMA, INC. ("Debtor") in and to the following (collectively, the "Property"):

1. All of Debtor's interest in the fee interest in the real property described in Exhibit B attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Debtor (the "Land"),
2. all improvements now owned or hereafter acquired by Debtor, now or at any time situated, placed or constructed upon the Land (the "Improvements"; the Land and Improvements are collectively referred to herein as the "Premises"),
3. all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to or installed in any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"),
4. all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts maintained by Debtor with respect to the Mortgaged Property (the "Deposit Accounts"),
5. all existing and future leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use or occupy, all or any part of the Mortgaged Property, whether made before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, together with any extension, renewal or replacement of the same and together with all related security and other deposits (the "Leases"),
6. all of the rents, additional rents, revenues, royalties, income, proceeds, profits, early termination fees and payments, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property or any part thereof, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents"),
7. all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the "Property Agreements"),
8. all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing,
9. all property tax refunds, utility refunds and rebates, earned or received at any time (the "Tax Refunds"),
10. all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "Proceeds"),

Property ID No.: 775057

Property Address: 2797 Pelham Parkway, Pelham, Alabama

11. all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor (the “**Insurance**”),

12. all of Debtor’s right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements or Fixtures (the “**Condemnation Awards**”),

13. all of Debtor’s rights to appear and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property, and

14. all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to claim for, receive, collect and receive all Rents payable or receivable under the Leases or pursuant thereto (and to apply the same to the payment of the Indebtedness and the Obligations), and to do all other things which Debtor or any lessor is or may become entitled to do under the Leases.

As used in that certain Security Instrument (as defined below), the term “Mortgaged Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein, THE TERM “MORTGAGED PROPERTY” IS INTENDED TO EXCLUDE ALL ITEMS OF PERSONAL PROPERTY IN WHICH SECURED PARTY HAS OBTAINED AND/OR PERFECTED A SECURITY INTEREST UNDER SEPARATE INSTRUMENTS.

All capitalized term used herein and not otherwise defined shall have the meanings ascribed to such terms in the Security Instrument.

This UCC-1 Financing Statement is filed in connection with that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated August __, 2003 (the “**Security Instrument**”) given by Debtor to Secured Party covering the fee estate of Debtor in the Property and intended to be duly recorded in Shelby County, Alabama.

EXHIBIT B

U-Haul #775057
2797 Pelham Parkway
Pelham, AL

PARCEL I:

Part of Lot 4, Issis Subdivision as recorded in Map Book 16, Page 70, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

From the most Southerly corner of said Lot 4, Issis Subdivision, run in a Northwesterly direction along the Southwest line of said Lot 4 for a distance of 115.52 feet to an existing iron pin being the POINT OF BEGINNING;

Thence continue in a Northwesterly direction along said Southwest line for a distance of 86.48 feet to an existing iron pin;

Thence turn an angle to the right of 90 degrees 00 minutes 03 seconds and run in a Northeasterly direction for a distance of 119.98 feet;

Thence an angle to the right of 90 degrees 01 minutes 05 seconds and run in a Southeasterly direction for a distance of 29.99 feet to an existing iron pin;

Thence turn an angle to the left of 89 degrees 54 minutes 07 seconds and run in a Northeasterly direction for a distance of 89.92 feet to an existing iron pin;

Thence turn an angle to the left of 89 degrees 50 minutes 39 seconds and run in a Northwesterly direction for a distance of 255.11 feet to an existing iron pin being on the southeast right of way line of U.S. Highway No. 31;

Thence turn an angle to the right of 89 degrees 44 minutes 16 seconds and run in a Northeasterly direction for a distance of 251.66 feet to an existing iron pin being on the Southerly right of way line of Little Oak Ridge Road;

Thence turn an angle to the right of 73 degrees 12 minutes 01 seconds and run in an Easterly direction along the South right of way line of Little Oak Ridge Road for a distance of 453.47 feet to an existing iron pin;

Thence turn an angle to the right of 110 degrees 22 minutes 46 seconds and run in a Southwesterly direction for a distance of 301.03 feet to an existing iron pin;

Thence turn an angle to the right of 24 degrees 34 minutes 34 seconds and run in a Southwesterly direction for a distance of 176.57 feet to an existing iron pin;

Thence turn an angle to the left of 19 degrees 40 minutes and run in a Southwesterly direction for a distance of 139.16 feet, more or less, to the POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING NON-EXCLUSIVE APPURTENANT EASEMENT:

A three (3) foot nonexclusive construction easement, along the entire Southeasterly border of Parcel I.

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