



20031202000779760 Pg 1/7 38.00
Shelby Cnty Judge of Probate, AL
12/02/2003 07:57:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Kelly Rushin (205-254-1103)	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Kelly Rushin Maynard, Cooper & Gale, P.C. 1901 Sixth Avenue North 2400 AmSouth/Harbert Plaza Birmingham, Alabama 35203-2618	

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 Calera Properties, L.L.C.					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1609 Old Newcastle Road			CITY Fultondale	STATE AL	POSTAL CODE 35068
1d. <u>SEE INSTRUCTIONS</u>			ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability co.	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 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. <u>SEE INSTRUCTIONS</u>			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 AmSouth Bank					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1900 5th Avenue N., Upper Lobby, AmSouth Center			CITY Birmingham	STATE AL	POSTAL CODE 35203
					COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All types (or items) of property described on Schedule I attached hereto and made a part hereof.

Some of the property described in Schedule I is now, or may in the future become, affixed to the Land described on Exhibit A attached hereto and made a part hereof. The Debtor is the record owner of said Land.

(Fixture Filing to be filed in Shelby County, Alabama)

(See attached Addendum)

5. ALTERNATIVE DESIGNATION [if applicable]:		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> 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		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

Shelby County, Alabama

946176 (2-2165)

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

AKUCC1PNAT - 12/11/2002 C T System Online

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

8a. ORGANIZATION'S NAME

Calera Properties, L.L.C.

OR	9b. INDIVIDUAL'S LAST NAME
----	----------------------------

FIRST NAME

MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11a. ORGANIZATION'S NAME

OR	11b. INDIVIDUAL'S LAST NAME
----	-----------------------------

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

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 <small>or</small>	ASSIGNOR S/P'S NAME - insert only <u>one</u> name (12a or 12b)
-----	--	--

12a. ORGANIZATION'S NAME

OR	12b. INDIVIDUAL'S LAST NAME
----	-----------------------------

[illegible]

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:

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):

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

946181 (2-2165)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

SCHEDULE I
TO UCC FINANCING STATEMENT

All of the Debtor's right, title and interest in, to and under the following property, whether now owned or hereafter acquired by the Debtor, and whether now existing or hereafter incurred, created, arising or entered into (collectively, the "Property").

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate;

3. each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy.

SCHEDULE I
TO UCC FINANCING STATEMENT

All of the Debtor's right, title and interest in, to and under the following property, whether now owned or hereafter acquired by the Debtor, and whether now existing or hereafter incurred, created, arising or entered into (collectively, the "Property").

(a) all Equipment, Fixtures, Inventory and other Tangible Property of the Debtor, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;

(b) all Accounts, Contracts and General Intangibles of the Debtor;

(c) all of the Debtor's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;

(d) all moneys of the Debtor, all Deposit Accounts of the Debtor in which such moneys may at any time be on deposit or held, all investments or securities of the Debtor in which such moneys may at any time be invested and all certificates, instruments and documents of the Debtor from time to time representing or evidencing any such moneys;

(e) all Investment Property of the Debtor;

(f) any other property of the Debtor now or hereafter held by the Lender or by others for the Lender's account;

(g) all rights, interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing paragraphs, whether the product of sale, lease, license, exchange or other disposition of the Property, paid or accruing before or after the filing of any petition by or against the Debtor under the United States Bankruptcy Code, and all instruments delivered to the Lender in substitution for or in addition to any such property;

(h) all supporting obligations; and

(i) all books, documents, files, ledgers and records (whether on computer or otherwise) covering or otherwise related to any of the property described in the foregoing paragraphs.

The following definitions are hereby incorporated in this Schedule I and shall have the meanings ascribed to them as follows:

"Accounts" means any and all rights of the Debtor to the payment of money, whether or not evidenced by an instrument or chattel paper (tangible or electronic) or letter-of-

credit and whether or not earned by performance, including a right to payment for goods sold, leased, or licensed or for services rendered by the Debtor and a right to any amount payable under a Contract or a monetary obligation, and all "accounts" as defined in Article 9 of the UCC.

"Contracts" means all Leases, licenses, requisitions, purchase orders, documents, instruments, letters-of-credit, and chattel paper tangible or electronic of the Debtor, including any of the same that relate to any Equipment, Fixtures, Inventory, General Intangibles or other property described in paragraphs (a) through (i) above, or secure any Accounts, or in connection with which Accounts exist or may be created.

"Debtor" means Calera Properties, L.L.C., an Alabama limited liability company.

"Deposit Accounts" means all bank accounts and other deposit accounts and lock boxes of the Debtor, including any of the same established for the benefit of the Lender and all "deposit accounts" as defined in Article 9 of the UCC.

"Equipment" means all of the Debtor's equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements, all other goods (including embedded software to the extent provided for in Article 9 of the UCC) of every kind and nature (other than Inventory and Fixtures).

"Fixtures" means all goods that become so related to particular real estate that an interest in them arises under real estate law.

"General Intangibles" means all choices in action, things in action, causes of action and other assignable intangible property of the Debtor of every kind and nature (other than Accounts and Contracts); including corporate, partnership, limited liability company and other business records, good will, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, service marks, logos, copyrights, copyright applications, registrations, software, licenses, payment intangibles (to the extent not included in Accounts), permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter-of-credit or other security held by or granted to the Debtor to secure payment of Accounts and Contracts and all "general intangibles" as defined in Article 9 of the UCC.

"Inventory" means all goods, merchandise and other personal property held by the Debtor for sale or lease or license or furnished or to be furnished by the Debtor under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in the Debtor's present or any future business, and all such property returned to or repossessed or stopped in transit by the Debtor, whether in transit or in the constructive, actual or exclusive possession of the Debtor or of the Lender or held by the Debtor or any other person for the Lender's account and wherever the same may be located, including all such property that may now or hereafter be located on the

premises of the Debtor or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties, and all "inventory" as defined in Article 9 of the UCC.

"Investment Property" means all of the Debtor's certificated and uncertificated securities, securities accounts and security entitlements, commodity accounts and commodity contracts, and all "investment property" as defined in Article 8 and 9 of the UCC.

"Leases" means (1) all leases and use agreements of personal property entered into by the Debtor as lessor with other persons as lessees, and all rights of the Debtor under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against the Debtor under the United States Bankruptcy Code; and (2) all leases and use agreements of personal property entered into by the Debtor as lessee with other persons as lessor, and all rights, titles and interests of the Debtor thereunder, including the leasehold interest of the Debtor in such property and all options to purchase such property or to extend any such lease or agreement.

"Lender" means AmSouth Bank, an Alabama banking corporation.

"Lien" means any mortgage, pledge, assignment, charge, encumbrance, lien, security title, security interest or other preferential arrangement.

"Tangible Property" means all Equipment, Fixtures, Inventory, and other tangible personal property of the Debtor.

EXHIBIT A

Legal Description

Lot 1, of the Amended Plat of Final Plat, McCullough Oil Company's Resurvey of Parts of Lots 1, 2,3, 4, 5, 6, 11, 12, 13, 14, 15 and 16, Block 194 of Dunstan's Map of Calera, as recorded in Map Book 31, Page 9, as recorded in Map Book 31, Page 27 in the Probate Office of Shelby County, Alabama.