

20040421000205770 Pg 1/6 36.00
Shelby Cnty Judge of Probate, AL
04/21/2004 11:17:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Mark A. Franco, Esq. 834-7600
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Mark A. Franco, Esq. Hill, Hill, Carter, Franco, Cole & Black, P.C.. 425 South Perry Street Montgomery, Alabama 36104

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 Schein		FIRST NAME Susan	MIDDLE NAME S.	SUFFIX
1c. MAILING ADDRESS 3171 Pelham Parkway		CITY Pelham	STATE AL	POSTAL CODE 35124
1d. TAX ID #: 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 General Motors Acceptance Corporation				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 3885 Crestwood Parkway, Suite 400		CITY Duluth	STATE GA	POSTAL CODE 30069
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

Assets described on Exhibit "A" attached hereto and made a part hereof being located on the Real Estate described on Exhibit "B" attached hereto and made a part hereof.

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) [ADDITIONAL FEE] [optional]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

OR	9a. ORGANIZATION'S NAME		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
	Schein	Susan	S.

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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		
								<input type="checkbox"/> NONE		

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

14. Description of real estate:

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

EXHIBIT "A"
TO UCC FINANCING STATEMENT

The following described assets, personal property, equipment, tangible and intangible property of Debtor now existing or arising out of the operation of the business of Susan Schein Chevrolet, Inc. and Susan Schein Chrysler, Dodge, Inc., including, but not limited to, such property now or in the future located on the real property ("Real Property") described on Exhibit "B" attached hereto:

- (i) All buildings and improvements now or hereafter situated thereon, and all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Mortgagor (or any one or more of them) for the purpose of or used or useful in connection with the improvements located or to be located on the real estate described on Exhibit "B" attached hereto, 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, including without limitation all lumber and lumber products, iron, steel, metal, bricks, building stones and building blocks, tile, plaster, sand and cement, asphalt, paving, shingles, roofing material, paint, doors, windows, hardware, nails, wires and wiring, pipes, plumbing and plumbing fixtures, air conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, grass, sod, shrubbery and plants, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.
- (ii) ALSO, in the event any building or improvements are constructed on the Mortgaged Premises, all fixtures, machinery, equipment and personal property of every nature, including without limitation all furniture, furnishings, goods, equipment, tools, automotive parts, accessories and other articles of personal property now or hereafter owned by the Mortgagor, any guarantor of the Note or any one or more of them, together with any proceeds therefrom and any replacements thereof, which are now or may hereafter be located and situated on or in the above described property or used or intended to be used in connection therewith, including without limitation all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing. Also, all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Mortgaged Premises and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon, on or under the Mortgaged Premises or any part thereof and used or usable in connection with any present or future operation of the Mortgaged Premises and now owned or hereafter acquired by Mortgagor or any one or more of them, including but without limiting the generality of the foregoing all heating, air conditioning, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lighting, electrical, gas, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, telephone and communications apparatus, equipment and fixtures, boilers, ranges, furnaces, oil burners or units thereof,

appliances, air-cooling and air-conditioning apparatus, vacuum cleaning systems, elevators, escalators, hydraulic lifts, shades, awnings, screens, storm doors and windows, stoves, refrigerators, cabinets, appliances, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, together with all building materials and equipment now or hereafter delivered to the Mortgaged Premises and intended to be installed therein, including but not limited to lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, ventilating appliances and equipment, including but not limited to any signage, pylons, power lifts, trade fixtures, parts bins, desks, chairs, workstations, tools, diagnostic equipment and any and all machinery and equipment used or useful in the operation of an automobile dealership on the Mortgaged Premises, together with all additions and accessions thereto and replacements thereof; and together with all proceeds (both cash and non-cash proceeds) from said property and all replacements thereof and substitutions therefor (provided, however, that the inclusion of proceeds, replacements and substitutions hereunder shall not be construed as authorizing, either expressly or by implication, the sale or other disposition of any such property without the Mortgagee's prior written consent, which sale or other disposition without the Mortgagee's prior written consent is hereby expressly prohibited). All of the above and foregoing property is hereby declared and shall be deemed to be fixtures and accessions to the real estate as between the parties hereto and all persons claiming by, through or under them.

- (iii) Also, all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any way appertaining.
- (iv) Also, all rents, profits, issues, revenues, receipts, avails, issues and profits which shall hereafter be realized, become due or be paid in connection with the operation and use of said Mortgaged Premises, reserving only the right to Mortgagor to collect, utilize and disburse said rents, profits, issues, revenues, receipts, avails, issues and profits so long as there is no event deemed to be a default under the Mortgage, the underlying Note, or any other instrument or agreement now or hereafter evidencing or securing the indebtedness evidenced by the underlying Note; provided, however, that except by and with the consent in writing of Mortgagee, no such rents, profits, issues or revenues shall at any time be payable, or paid to Mortgagor for a period of time in excess of thirty days in advance.
- (v) The Lease and any and all existing and future leases of all or part of the Premises hereafter entered into by the Mortgagor, and all the rents, issues and profits now due and which hereafter may become due under or by virtue of the Lease or any such leases, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises described on Exhibit "B" attached hereto or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee.
- (vi) Also, all right, title and interest of the Mortgagor arising under or by virtue of any and all

contracts and agreements now or hereafter entered into by the Mortgagor (or any one or more of them) with respect to any construction at or upon the Mortgaged Premises or any part thereof, and any and all payment and performance bonds and builder's risk insurance policies now or hereafter executed in connection therewith.

As used herein, defined terms shall have such meaning as may be ascribed to such terms in the Real Estate Mortgage and Security Agreement and Assignment of Leases and Rents from Debtor to Secured Party dated April 20, 2004.

EXHIBIT "B"
TO UCC FINANCING STATEMENT

Parcel I [Chrysler Property]

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 24, Township 20 South, Range 3 West; thence run in an Easterly direction along the North line of the Northwest quarter of the Southwest quarter of Section 24, Township 20 South, Range 3 West, for a distance of 808.01 feet to a point on the Easterly right of way line of U.S. Highway #31 South, said point being the point of beginning; from point of beginning thus obtained, thence turn an angle to the right of 98 degrees 52 minutes 34 seconds and run in a Southwesterly direction along the Easterly right of way line of U.S. Highway #31 South for a distance of 656.59 feet; thence turn an angle of 90 degrees to the left and run in a Southeasterly direction for a distance of 331.71 feet; thence turn an angle to the left of 90 degrees and in a Northeasterly direction for a distance of 656.59 feet; thence turn an angle to the left of 90 degrees and run in a Northwesterly direction for a distance of 331.71 feet to the point of beginning. Situated in Shelby County, Alabama.

Parcel II [Chevrolet Property]

A part of the NE 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of Section 24, Township 20 South, Range 3 West, of the Huntsville Principal Meridian, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner of Section 24, Township 20 South, Range 3 West, H.P.M., Shelby County, Alabama and run thence Easterly along the North line of said Section a distance of 969.58 feet to an existing steel corner set on the Easterly right of way line of U.S. Highway No. 31 and the point of beginning of the property being described; thence continue along last described course a distance of 702.31 feet to an existing steel corner; thence turn a deflection angle of 106 degrees 26 minutes 00 seconds to the right and run Southwesterly a distance of 190.51 feet to an existing steel corner; thence turn a deflection angle of 6 degrees 59 minutes 10 seconds to the left and run a distance of 369.30 feet to an existing steel pin, thence turn a deflection angle of 69 degrees 00 minutes 18 seconds to the right and run a distance of 37.50 feet to an existing corner, thence turn a deflection angle of 69 degrees 00 minutes 18 seconds to the left and run Southwesterly a distance of 74.13 feet to an existing corner in or near the centerline of a chert based road serving a Pelham Water Storage Tank, thence turn a deflection angle of 69 degrees 00 minutes 18 seconds to the right and run west southwesterly along the approximate centerline of said chert road a distance of 408.93 feet to an existing corner set on the same said Easterly right of way line of U.S. Highway No. 31 in a curve to the left having a central angle of 4 degrees 49 minutes 24 seconds and a radius of 3,877.97; thence run Northwesterly along the arc of said right of way line an arc distance of 326.46 feet to the P.T. of said curve, thence continue along the tangent of said curve and along the same said right of way line of same said Highway No. 31 a tangent distance of 396.65 feet to the point of beginning.