



20040713000387620 Pg 1/5 34.00
Shelby Cnty Judge of Probate, AL
07/13/2004 14:18:00 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				
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
	Robinson		Mark	D.
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
731 Middle Street		Montevallo	AL	35115
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 <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
	Higdon		Jamie	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
731 Middle Street		Montevallo	AL	35115
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 checked="" 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
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
P.O. Box 11007		Birmingham	AL	35288
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 2004 07/13000387600

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 (if applicable)		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 44639-105						

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

Robinson

FIRST NAME

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

☐ 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.

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

Mark D. Robinson

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 Property

Parcel I:

Lot 2, in Block F, according to Lyman's Addition to the Town of Montevallo, Alabama as recorded in Map Book 3, Page 27, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Parcel II:

A part of Lot 1, Block F, Lyman's Addition to Montevallo, as recorded in Map Book 3, Page 27, in the Office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows: Begin at the most Northerly corner of Lot 1, Block F, Lyman's Addition to Montevallo, as recorded in Map Book 3, Page 27, Shelby County, Alabama and run Southwesterly along the Northwest line of said Lot 1 for 100.00 feet; thence Southeasterly along the Southwesterly line of said Lot 1 for 77.00 feet; thence left 90 degrees, 00 minutes and run Northeasterly for 100.00 feet; thence left 90 degrees, 00 minutes and run Northwesterly for 77.00 feet to the point of beginning, being situated in Shelby County, Alabama.

Also:

Commence at the most Northerly corner of Lot 1, Block F, Lyman's Addition to Montevallo, as recorded in Map Book 3, Page 27, Shelby County, Alabama and run Southeasterly along the Northeasterly line of said Lot 1 for a distance of 77.00 feet to the point of beginning; thence right 90 degrees, 00 minutes and run Southwesterly 100.00 feet; thence left 90 degrees, 00 minutes and run Southeasterly for 5.00 feet; thence left 90 degrees, 00 minutes and run Northeasterly for 100.00 feet; thence left 90 degrees, 00 minutes and run Northwesterly for 5.00 feet to point of beginning, being situated in Shelby County, Alabama.

Parcel III:

Commence at the Easternmost corner of Lot 21 in the Town of Montevallo, according to the original plan of said Town; thence run Northwesterly along the Southwest margin of Middle Street for 150.0 feet to the point of beginning of the parcel herein described; thence continue Northwesterly along said Southwest margin of said Middle Street for 62.5 feet to a point; thence turn a deflection angle of 90 degrees to the left and run 75.0 feet to a point; thence turn a deflection angle of 90 degrees to the left and run 62.5 feet to a point; thence turn a deflection angle of 90 degrees to the left and run 75.0 feet to the point of beginning.

Parcel IV:

A parcel of land situated in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21, Township 22 South, Range 3 West, in the Town of Montevallo and more exactly described as follows: Begin at the intersection of the Northwest limits of Lyman's Addition to the Town of Montevallo with the Southwest boundary of Moody Street; thence at an angle of 90 degrees, 00 minutes to the left of said boundary of Moody Street proceed 110.58 feet; thence at an angle of 52 degrees, 04 minutes to right a distance of 43.4 feet to the point of beginning of said lot; thence proceed in the same straight line a distance of 49.25 feet; thence at an angle of 90 degrees, 55 minutes to the left a distance of 169.1 feet; thence at an angle of 59 degrees, 00 minutes to the left a distance of 118.42 feet; thence at an angle of 82 degrees, 09 minutes to the left a distance of 83.1 feet; thence at an angle of 90 degrees, 00 minutes to the left 50.0 feet; thence at an angle of 90 degrees, 00 minutes to the right a distance of 57.6 feet; thence at an angle of 87 degrees, 49 minutes to the left a distance of 134.6 feet to the point of beginning.

Parcel V:

A part of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21, Township 22 South, Range 3 West, more particularly described as follows: Begin at the East boundary of King Street with the NW limits of Lyman's Addition to Montevallo and proceed Northerly along the East side of King Street a distance of 134.5 feet to the point of beginning; thence continue in the same line 136.00 feet; thence turn an angle of 90 degrees, 57 minutes to right and run 121.95 feet; thence turn an angle of 89 degrees, 05 minutes to right and run a distance of 134.1 feet; thence turn an angle of 90 degrees, 00 minutes right and run a distance of 121.78 feet to point of beginning.

Parcel VI:

Part of the Southeast Quarter of the Northwest Quarter of Section 21, Township 22 South, Range 3 West in the Town of Montevallo, Shelby County, Alabama, more particularly described as follows: Begin at the intersection of the Southwest boundary of Moody Street with the Northwest Limits of Lyman's Addition to Montevallo; thence in a Northerly direction in the line with the Northwest boundary of Moody Street a distance of 125.42 feet; thence at an angle of 51 degrees, 07 minutes to the right a distance of 39.5 feet; thence at an angle of 90 degrees to the left a distance of 56.3 feet; thence at an angle of 90 degrees to the left a distance of 174.9 feet; thence at an angle to the right of 90 degrees, a distance of 130.0 feet to the East boundary of King Street; thence at an angle of 90 degrees to the left and along the East boundary of King Street, a distance of 161.08 feet to the point of beginning; thence continue along the East line of King Street a distance of 272.00 feet; thence at an angle of 51 degrees, 07 minutes to the left a distance of 63.66 feet; thence at an angle of 90 degrees to the left a distance of 276.9 feet; thence at an angle of 97 degrees, 51 minutes to the left a distance of 118.42 feet; thence at an angle of 59 degrees to the right a distance of 35 feet; thence at an angle of 90 degrees to the left 121.95 feet to the Point of Beginning. Situated in Shelby County, Alabama.

Parcel VII:

A lot or parcel of land in the City of Montevallo, Shelby County, Alabama, lying and being in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 21, Township 22 South, Range 3 West, particularly described as follows: From the Southeast corner of the said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 21 run North along the East line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ a distance of 882.63 feet; thence North 88 degrees, 50 minutes West for 970.79 feet to the point of beginning and Northeast corner of herein described property; thence from said point of beginning, continue North 88 degrees, 50 minutes West for 315 feet to the East right of way of the Montevallo-Siluria Road; thence South along said East right of way for 98 feet to the North line of a paved city street; thence Easterly along said North line of street for 315 feet; thence run North 03 degrees, 30 minutes West for 93.36 feet to the point of beginning.

Less and Except:

Commence at the point of intersection of the East right of way line of Alabama Highway 119 with the North right of way line of Overland Road; thence run Easterly along said North right of way line of said Overland Road for a distance of 240.00 feet to a point in a ditch, being the point of beginning of the parcel of land herein described; thence continue Easterly along said right of way line for 55.00 feet to a point; thence turn an angle of 94 degrees, 44 minutes, 22 seconds to the left and run Northerly 93.36 feet to a point; thence turn an angle of 84 degrees, 59 minutes, 48 seconds to the left and run Westerly 30.00 feet to a point in ditch; thence turn an angle of 94 degrees, 40 minutes, 09 seconds to the left and run along said ditch for 45.92 feet; thence turn an angle of 28 degrees, 08 minutes, 46 seconds to the right and continue along said ditch for 51.77 feet to the point of beginning. Said parcel of land is lying in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 21, Township 22 South, Range 3 West.

All being Situated in Shelby County, Alabama.