

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	SUFFIX	
Chrane	Rory	J.		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2007 Water Edge Drive		Hoover	AL	35244 USA
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	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				
BancorpSouth Bank				
OR				
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2211 Highland Avenue South		Birmingham	AL	35203 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 20041222000698460

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

44641-541

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		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
	Chrane	Rory	J.

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one 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. TAXID#: 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

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME -insert only one debtor 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 filling.

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):

Rory J. Chrane

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

A part of Lot 1 of the Riverchase Trade Center, as recorded in Map Book 12 page 24 in the Probate Office and a part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 25, Township 19 South, Range 3 West, more particularly described as follows:

Commence at the Southwest corner of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama; thence run North 00 deg. 00 min. 00 sec. West for 146.92 feet to a point on the northerly right of way of Shelby County Highway 275 and the point of beginning of the parcel herein described; thence run North 34 deg. 13 min. 20 sec. West for 45.45 feet along the Northerly right of way of Highway 275 to a set iron; thence run North 56 deg. 21 min. 29 sec. East for 306.65 feet to a set iron; thence run South 67 deg. 22 min. 40 sec. East for 256.17 feet to an existing capped rebar; thence run South 61 deg. 14 min. 31 sec. West for 438.73 feet to an existing capped rebar on the northerly right of way of Highway 275; thence run North 34 deg. 13 min. 20 sec. for 112.59 feet along northerly right of way of Highway No. 275 to a point; thence run South 55 deg. 46 min. 40 sec. West for 10.00 feet along right of way of Highway 275; thence run North 34 deg. 13 min. 20 sec. West along northerly right of way of Highway No. 275 for 17.75 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with an easement for Ingress and Egress over the following described property:

Commence at the Southwest corner of Southeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama; thence run North 00 deg. 00 min. 00 sec. West for 146.92 feet to a point on the Northerly Right of Way of Shelby County Highway 275; thence run North 34 deg. 13 min. 20 sec. West for 4.61 feet along the Northerly Right of Way of Highway 275 to a set iron and the point of beginning of an ingress/egress easement herein described; thence run North 34 deg. 13 min. 20 sec. West for 80.00 feet along the Easterly Right of Way of Shelby County Highway 275; thence run North 55 deg. 46 min. 40 sec. East for 60.00 feet; thence run South 34 deg. 13 min. 20 sec. East for 80.00 feet; thence run South 55 deg. 46 min. 40 sec. West for 60.00 feet to the point of beginning.

Together with an easement for the installation, use, repair, maintenance and replacement of sewer facilities over, across, and under the following described property: An easement for sanitary sewers 15 feet wide, the centerline being described as follows:

Commence at a 5/8 inch rebar set at the Northeast corner of Lot 1 of Riverchase Trade Center, as recorded in Map Book 12 page 24 in the Probate Office of Shelby County, Alabama; thence South 82 deg. 30 min. 40 sec. West along the north line of Lot 1, 7.54 feet to the point of beginning; thence South 1 deg. 17 min. 50 sec. East 64.26 feet; thence South 67 deg. 22 min. 40 sec. East 265.04 feet to the point of ending.

All of the above described property is situated and lying in Shelby County, Alabama.