



20050506000217920 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
05/06/2005 11:35:53AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| |
|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] Cheryl Robinson (205) 879-5959 |
| B. SEND ACKNOWLEDGEMENT TO: (Name and Address) <div>Cheryl Robinson CORLEY MONCUS, PC 400 Shades Creek Parkway, Suite 100 Birmingham AL 35209</div> |

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 name

| | | | | | |
|--|---------------------------------------|--------------------------|----------------------------------|--|----------------|
| 1a. ORGANIZATION'S NAME | | | | | |
| OR | 1b. INDIVIDUAL'S LAST NAME LUMPKIN | | FIRST NAME EDWIN | MIDDLE NAME B. | SUFFIX JR. |
| 1c. MAILING ADDRESS 100 Metro Parkway | | CITY Pelham | STATE AL | POSTAL CODE 35124 | COUNTRY USA |
| 1d. TAX ID#: SSN or EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATION ID#, if any <input type="checkbox"/> NONE | |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine name

| | | | | | |
|-------------------------|-----------------------------------|--------------------------|----------------------------------|--|---------|
| 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. ORGANIZATION 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 COMPASS BANK | | | | | |
| OR | 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX |
| 3c. MAILING ADDRESS 15 South 20th Street, 2nd Floor | | CITY Birmingham | STATE AL | POSTAL CODE 35233 | COUNTRY USA |

4. This FINANCING STATEMENT covers the following collateral:

All of the fixtures, equipment, furniture, furnishings and 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 I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT BEING FILED SIMULTANEOUSLY HERewith, ON WHICH THE APPROPRIATE MORTGAGE TAX IS BEING PAID.

| | | | | | |
|---|--|--|--|--|--|
| 5. ALT. 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) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 | | |
| 8. OPTIONAL FILER REFERENCE DATA | | | | | |

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 | FIRST NAME | MIDDLE NAME SUFFIX |
| | LUMPKIN | EDWIN | B. JR. |

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 name

| | | | |
|--------------------------|-----------------------------------|---------------------------|---|
| 11a. ORGANIZATION'S NAME | | | |
| OR | 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. ORGANIZATION ID#, if any <input type="checkbox"/> NONE |

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P -insert only one 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 attached Exhibit "A".

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

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

(e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.



EXHIBIT "A"

PARCEL I:

Commence at the Southeast corner of the NW 1/4 of the NE 1/4 of Section 18, Township 21 South, Range 2 West, and run West along the South line of same 242.7 feet to the East right of way line of the Birmingham-Montgomery Highway; thence along said Highway right of way line North 38 degrees 15 minutes West 589 feet to the point of beginning; thence continue in a Northerly direction along the East right of way line of said Birmingham-Montgomery Highway (being U.S. Highway 31) a distance of 153 feet; thence North 72 degrees 10 minutes East a distance of 423 feet; thence run South 2 degrees 15 minutes East parallel with the East line of said Quarter-Quarter Section a distance of 110 feet; thence in a Southwesterly direction a distance of 360 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

PARCEL II:

Commence at the Northeast corner of the NW 1/4 of the NE 1/4 of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama and run thence Southerly along the East line of said Quarter-Quarter 238.41 feet to a point; thence turn 86 degrees 50 minutes 01 seconds right and run Westerly 989.15 feet to a point; thence turn 125 degrees 04 minutes 15 seconds left and run Southeasterly 718.34 feet to a point on the East right of way line of U.S. Highway 31; thence turn 00 degrees 19 minutes 13 seconds left and run along said right of way line 81.61 feet to a steel rebar and the point of beginning of the property being described; thence continue along last described course 80.00 feet to a steel rebar corner; thence turn 86 degrees 06 minutes 08 seconds left and run Easterly 169.41 feet to a steel rebar corner; thence turn 84 degrees 17 minutes 13 seconds left and run Northerly 59.31 feet to a steel rebar corner; thence turn 89 degrees 09 minutes 00 seconds left and run Westerly 181.95 feet to the point of beginning.

According to survey of Joseph E. Conn, RLS #9049, dated June 18, 1996.

PARCEL III:

Commence at the Northeast corner of the NW 1/4 of the NE 1/4 of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama, and run thence Southerly along the East line of said Quarter-Quarter 238.41 feet to a point; thence turn 86 degrees 50 minutes 01 seconds right and run Westerly 989.15 feet to a point; thence turn 125 degrees 04 minutes 15 seconds left and run Southeasterly 718.34 feet to a point on the East right of way of U.S. Highway 31 and the point of beginning of the property being described; thence turn 00 degrees 19 minutes 13 seconds left and run along said right of way line 81.61 feet to a steel rebar corner; thence turn 79 degrees 32 minutes 21 seconds left and run Easterly 181.95 feet to a steel rebar corner; thence turn 89 degrees 09 minutes 00 seconds right and run Southerly 59.31 feet to a steel rebar corner; thence turn 95 degrees 42 minutes 47 seconds left and run Easterly 55.93 feet to an open top pipe corner; thence turn 39 degrees 37 minutes 39 seconds right and run East-Southeasterly 258.58 feet to a railroad rail corner; thence turn 95 degrees 02 minutes 31 seconds left and run Northerly along an existing fence line 320.14 feet to a railroad rail corner; thence turn 105 degrees 39 minutes 00 seconds left and run Westerly along an existing fence line 237.61 feet to an angle iron corner; thence turn 86 degrees 01 minutes 05 seconds left and run Southerly along an existing fence line 110.50 feet to an angle iron corner; thence turn 81 degrees 06 minutes 17 seconds right and run Westerly 360.17 feet to the point of beginning.

According to survey of Joseph E. Conn, Jr., RLS #9049, dated June 18, 1996.

PARCEL IV:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 21, Range 2 West, described as follows:

Commencing at the Southeast corner and run North 2 degrees 15 minutes West 793 feet to the point of beginning; thence run South 72 degrees 10 minutes West, 686 feet to the East right of way line of the Birmingham-Montgomery Highway; thence run North 40 degrees 30 minutes West, 124.5 feet along the East side of said highway; thence run North 72 degrees 10 minutes East, 762.6 feet to the East boundary line; thence run South 2 degrees 15 minutes East, 121.4 feet to the point of beginning; being situated in Shelby County, Alabama.