



20070821000393590 1/8 \$169.75
Shelby Cnty Judge of Probate, AL
08/21/2007 09:49:12AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| | |
|---|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] | |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) | |
| AUBURNBANK P. O. BOX 3110 AUBURN, AL 36831-3110 | |

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 | | | | |
| BASELINE FOREST SERVICES, INC. | | | | |
| OR | | | | |
| 1b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX |
| | | | | |
| 1c. MAILING ADDRESS | | CITY | STATE | POSTAL CODE |
| P. O. BOX 370 | | WETUMPKA | AL | 36092 |
| | | | | COUNTRY |
| | | | | USA |
| 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 |
| | | CORPORATION | AL | <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 | | | | |
| AUBURNBANK | | | | |
| OR | | | | |
| 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX |
| | | | | |
| 3c. MAILING ADDRESS | | CITY | STATE | POSTAL CODE |
| 100 NORTH GAY STREET | | AUBURN | AL | 36831-3110 |
| | | | | COUNTRY |
| | | | | USA |

4. This FINANCING STATEMENT covers the following collateral:

ALL STANDING TIMBER AND TREES AND ALL CUTTING RIGHTS WITH RESPECT THERETO UNDER THAT CERTAIN TIMBER SALES CONTRACT DATED JUNE 1, 2007 BY THE HEIRS OF JOHN GREENLEA AS LAND OWNERS AND SELLERS, AND BASELINE FOREST SERVICES, INC., AS PURCHASER; AND ALL STANDING TIMBER AND TREES NOW OR HEREAFTER GROWING OR LOCATED ON THE REAL ESTATE DESCRIBED IN SAID TIMBER CONTRACT. THE RECORD OWNERS OF THE REAL ESTATE ON WHICH THE STANDING TIMBER IS LOCATED IS THE HEIRS OF JOHN GREENLEA AND THE LEGAL DESCRIPTION IS AS FOLLOWS: +/- 143 ACRES LOCATED IN THE W1/2, SW1/4 TRACT NE1/4, SW1/4 BEG SW COR E 660' N 528' W 660' S 528' TO BEG TRACT NE1/4, SW1/4 BEG NE COR W 880' S 792' E 880' N 792 TO BEG SEC 2 T22S-R1W BEAT A AND NW1/4, NW1/4 SEC 11 T22S R1W IN THE SHELBY COUNTY, ALABAMA SEE ATTACHMENT LABELED EXHIBIT "A" FOR LAND DESCRIPTION.

| | | | | |
|--|--|---|--|--|
| 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 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 | | | | |



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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 | BASELINE FOREST SERVICES, INC. | | |
| 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX | |
| | | | |

10. MISCELLANEOUS:

AMOUNT: \$86,428.00
FEES: \$28.00 + \$129.64 + \$14.00 = \$171.64
SHELBY COUNTY JUDGE OF PROBATE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one 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. 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 checked="" type="checkbox"/> NONE |

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - 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 DESCRIPTION IN SECTION 4

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

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


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Timber Deed Assignment

For value received, the undersigned hereby assigns all its right, title and interest in that certain contract dated June 1, 2007 between The Heirs of John Greenlea, as SELLER and Baseline Forest Services, Inc., as PURCHASER.

This assignment provides for a specific right of reassignment of said contract by AuburnBank and the expressed right for AuburnBank to collect all proceeds that maybe derived and become due and payable under the contract.

Executed this 8th day of August, 2007.

Baseline Forest Services, Inc.

By: 

Its: Vice President

AuburnBank

By: 

Its: Loan Officer

BASELINE FOREST SERVICES, INC.
TIMBER APPRAISAL



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TRACT NAME: Greenlea

COUNTY: Shelby

DATE: 8/8/2007

| PRODUCTS | VOLUME/TONS | STUMPAGE |
|--------------------|-------------|-------------|
| PINE PULPWOOD | 1,992.00 | \$7,172.00 |
| PINE SAWTIMBER | 3,711.00 | \$38,263.00 |
| HARDWOOD PULPWOOD | 1,710.00 | \$9,986.00 |
| HARDWOOD SAWTIMBER | 1,250.00 | \$31,007.00 |

| | | |
|-----------------------------------|--|--------------|
| TOTAL | | \$86,428.00 |
| TOTAL STUMPAGE AND COMPANY PROFIT | | \$103,000.00 |

This instrument was prepared by:

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Baseline Forest Services, Inc.
P.O. Box 370
Wetumpka, AL 36092

STATE OF ALABAMA

COUNTY OF SHELBY

TIMBER DEED

This agreement made and entered into this the 1st day of June 2007, by and between **Baseline Forest Services, Inc.** (hereinafter called the "Buyer") and **The Heirs of John Greenlea.** (hereinafter called the "Seller(s)") whose address is: 1308 Avon Drive Cincinnati, OHIO 45229.

WITNESSETH:

1. The Seller does hereby grant, bargain, sell and convey to the Buyer and the Buyer hereby purchase from the Seller the following timber and/or trees as designated below:

ALL MERCHANTABLE TREES.

2. The above described timber and/or trees conveyed hereby are located on the following described tract of land in SHELBY County, Alabama, to-wit:

W1/2, SW1/4 tract NE1/4, SW1/4 beg SW cor E 660' N 528' W 660' S 528' to beg tract NE 1/4, SW1/4 beg NE cor W 880' S 792' E 880' N 792 to beg Sec 2 T22S-R1W BEAT 1 AND NW1/4, NW1/4 Sec 11 T22S R1W being 143 acres m/l.

SEE "EXHIBIT A"

3. The Buyer agrees to pay to the Sellers for the timber and/or trees hereby conveyed as follows: Lump-sum: \$86,428.00 (eighty-six thousand four hundred twenty-eight and no/100 dollars).

4. The Seller expressly covenants and agrees to and with the Buyer that the Seller is lawfully seized in fee simple of the timber and/or trees hereinabove described and conveyed: that the same is free from any and all liens, mortgages, and encumbrances: that Seller has a good and perfect right to sell and convey the same as aforesaid: and that Seller does and will, and their executors and administrators shall, forever, warrant and defend the title to said timber and/or trees, and the possession thereof, unto Buyer, its successors and assigns against the lawful claim or claims of any and all persons whomsoever.

5. The Seller hereby gives and grants unto the Buyer the right to enter into said above described lands and to cut and remove there from the timber and/or trees, hereby conveyed, it being expressly understood, however, that in cutting and removing said timber and/or trees the Buyer shall not cut from off of said lands any timber and/or trees other than those hereby conveyed, except such small timber and/or trees as conveyed, or in order to open up necessary roadways to enable the Buyer to haul from said land the timber and/or trees hereby conveyed.

6. All public utility lines, ditches, and fences located on the above described land and shall be protected by the Buyer so far as possible in logging operations. Roads and trails shall as far as possible be kept free of logs, tops, brush, debris, etc. resulting from the Buyer's operations. The Buyer shall leave all existing roads in as good condition upon completion of the logging operation as they were at the beginning. The Buyer will be expected to take action as necessary to prevent excessive erosion to any new roads and skid trails made or constructed in connection with harvesting this timber. Creeks and streams must be kept free of logging slash, tree tops, limbs, etc. Any material used in crossing streams during logging operations should be considered as only temporary and unless approved by the Seller or their agent is to be promptly removed upon completion of its use.

7. The Buyer shall report and pay to the State of Alabama the Forest Product Severance Tax for timber and pulpwood cut under this agreement.


8. Buyer agrees that during the period of this agreement, he shall continuously remove and properly dispose of all trash, rubbish, and garbage resulting from logging operations on the above described lands. Buyer shall reimburse Seller for all such expenses Seller may incur in undertaking such.

9. It is distinctly understood and agreed that the Seller has no rights and retains no rights with regard to the details of the work, personnel of the workers, or the hours of work, or other conditions of the employment of those employed or used by the Buyer, or any contractor of the Buyer, in the performance of this work.

10. Buyer agrees to indemnify and hold harmless Seller from and against all claims arising out of Buyer's negligence in the performance of this contract. The Buyer or the Buyer's contractor will, at his own expense, provide and carry during the performance of this contract Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance on all automobiles and over-the-road vehicles used in the performance of this work. Such Comprehensive General Liability Coverage and Comprehensive Automobile Liability Coverage shall contain a combined single limit of \$500,000 for bodily injury and/or property damage. The Contractor shall also keep in force during the performance of the contract Workman's Compensation Insurance with as required by law and Employer's Liability Insurance with limits of not less than \$100,000.

11. This contract shall become effective on the 1st day of June, 2007 and shall terminate and end as soon as all of the timber and/or trees hereby conveyed are cut and removed from said lands or on the 1st day of July 2008, whichever is earlier, and on such date all of the rights and interest of the Buyer hereunder shall cease and terminate, the title to all timber and/or pulpwood then standing, lying or growing on said land shall revert to the Seller.

12. The Seller agrees that subject property is not the homestead of his/her or their spouses.


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WITNESS OUR HANDS AND SEALS, in duplicate, the day and year first hereinabove written.

WITNESS TO SELLER

Aaron Greenlea

Lawrence Greenlea

Warren Greenlea

Abram Greenlea

Donald Greenlea

Mable Nalls

Abbie Lee Shultz

WITNESS TO BUYER

Jay Wain

SELLERS

Aaron Greenlea

Lawrence Greenlea

Warren Greenlea

Abram Greenlea

Donald Greenlea

Mable Nalls

Abbie Lee Shultz

BUYER

Baseline Forest Services, Inc.

Jay Wain
As its: TIMBER BUYER

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TWP.22S-RNG.1W- NORTHEAST

SHELBY COUNTY, ALABAMA (LOCATOR 29)

0 SCALE OF MILES 1/2
0 660 1320 1980 2640 SCALE OF FEET 5280

CONTINUE EXHIBIT "A"
PAGE 6 OF 6
TWP.21S-RNG.1W

SEE PAGE 81

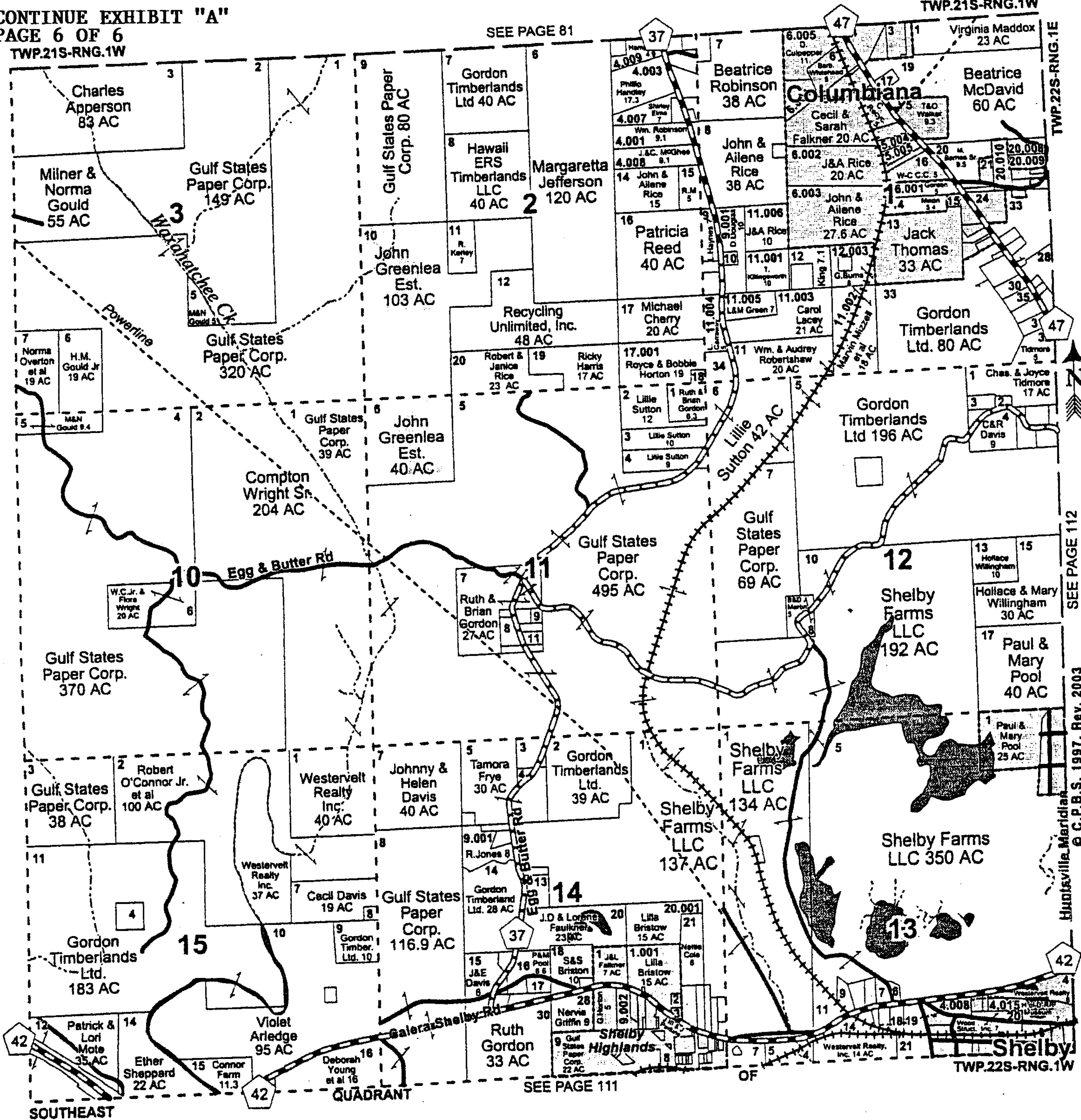
TWP.21S-RNG.1W

TWP.22S-RNG.1E

SEE PAGE 112

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TWP.22S-RNG.1E



"Exhibit A"

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