


UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Benjamin A. Owens (205-254-1869)

B. E-MAIL CONTACT AT FILER (optional)
bowens@maynardcooper.com

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Benjamin A. Owens, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, Alabama 35203


20141114000358700 1/6 \$39.00
Shelby Cnty Judge of Probate, AL
11/14/2014 08:16:23 AM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of Item 1 blank, check here ☐ and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME SOUTHERN RAIL SERVICES, INC.			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1480 Woodbine Avenue		CITY Calera	STATE AL	POSTAL CODE 35040
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of Item 2 blank, check here ☐ and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME – (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME PNC BANK, NATIONAL ASSOCIATION			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 134 North Church Street (T2-URMS-01-08)		CITY Rocky Mount	STATE NC	POSTAL CODE 27802
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All assets of debtor, as more particularly described on Schedule I, Schedule II and Exhibit A attached hereto and made a part hereof.

This instrument is filed as additional security for a mortgage recorded simultaneously herewith.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA

(a) TO BE FILED WITH: Shelby County, Alabama Real Estate Records; (b) MCG File #3818-517

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a OR 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

SOUTHERN RAIL SERVICES, INC.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIALS(S)



20141114000358700 2/6 \$39.00
Shelby Cnty Judge of Probate, AL
11/14/2014 08:16:23 AM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S OR ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY – UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

SCHEDULE I
TO FINANCING STATEMENT

This financing statement covers the following described property, all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof, and all reversions and remainders of such property now owned or held or hereafter acquired:

(a) All of the Mortgagor's estate in the premises described in Exhibit A, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining, and all of the Mortgagor's estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the "**Land**");

(b) All the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, machinery and equipment, including all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such buildings and heating, air conditioning and plumbing equipment now or hereafter attached to, located in or used in connection with those buildings, structures or other improvements (the "**Improvements**");

(c) All rents, income, issues and profits arising or issuing from the Land and the Improvements and advantages and claims against guarantors of any Leases (defined below) (the "**Rents**") including the Rents arising or issuing from all leases, licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land and Improvements (the "**Leases**");

(d) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and


(e) All personal property of the Mortgagor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Mortgagor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) letter of credit rights; (xiv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xv) all supporting obligations of all of the foregoing property; (xvi) all property of the Mortgagor now or hereafter in the



Mortgagee's possession or in transit to or from, or under the custody or control of, the Mortgagee or any affiliate thereof; (xvii) all cash and cash equivalents thereof; and (xviii) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof.

As used in this Schedule I, **Mortgagor** means the debtor(s) described in this financing statement and **Mortgagee** means the secured party described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Mortgagor is a record owner of the Land.


20141114000358700 4/6 \$39.00
Shelby Cnty Judge of Probate, AL
11/14/2014 08:16:23 AM FILED/CERT

SCHEDULE II
TO FINANCING STATEMENT

This financing statement covers the following items (or types) of property:

(a) all present and future leases, use agreements, occupancy agreements, licenses or other similar instruments, as the same may be amended, modified, extended or renewed from time to time (collectively, the “**Leases**”) of all or a portion of the improvements erected or to be erected on the Premises; and

(b) all of the rents, additional rents, charges, issues, profits and other payments for the use or occupancy of the Premises (including rooms and other public facilities in hotels, motels or other lodging properties) payable under the Leases (which are now in existence or which may hereafter be executed during the term hereof) and all cash or other property deposited by tenants to secure performance of their obligations under the Leases, including, without limitation, the immediate and continuing right to receive and collect all condemnation awards and insurance proceeds.

As used in this Schedule II, the following terms are defined as follows:

Assignor means the debtor(s) described in this financing statement.

Premises means the premises described on Exhibit A attached hereto and made a part hereof.



20141114000358700 5/6 \$39.00
Shelby Cnty Judge of Probate, AL
11/14/2014 08:16:23 AM FILED/CERT


EXHIBIT A
TO FINANCING STATEMENT

Legal Description

A parcel of land situated in part of Section 20 and 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of Section 21, Township 22 South, Range 2 West, and run in a Northerly direction along the West line of said Section a distance of 755.27 feet to the Northwestern right-of-way line of the Southern Railroad, being the point of beginning; thence 69 degrees 09 minutes right in a Northeasterly direction along said right-of-way, a distance of 292.32 feet; thence 00 degrees 01 minutes right in a Northeasterly direction a distance of 2,064.00 feet; thence 86 degrees 46 minutes left in a Northwestern direction a distance of 175.28 feet to the Southerly right-of-way line of Woodbine Avenue; thence 93 degrees 14 minutes left in a Southwesterly direction along said right-of-way line a distance of 185.00 feet; thence 114 degrees 40 minutes right in a Northerly direction a distance of 454.68 feet; thence 90 degrees 00 minutes left in a Westerly direction a distance of 643.51 feet; thence 19 degrees 45 minutes 20 seconds right in a Northwestern direction a distance of 54.95 feet; thence 70 degrees 14 minutes 40 seconds right in a Northerly direction a distance of 440.00 feet; thence 45 degrees 00 minutes left in a Northwestern direction a distance of 200.00 feet; thence 45 degrees 00 minutes left in a Westerly direction a distance of 493.74 feet; thence 45 degrees left in a Southwesterly direction a distance of 329.67 feet to the Easterly right-of-way line of 18th Street; thence 45 degrees left in a Southerly direction along said right-of-way line a distance of 484.27 feet; thence 90 degrees right in a Westerly direction a distance of 260.00 feet; thence 90 degrees right in a Northerly direction a distance of 51.53 feet; thence 90 degrees left in a Westerly direction a distance of 435.34 feet; thence 90 degrees 08 minutes left in a Southerly direction a distance of 556.79 feet; thence 90 degrees 08 minutes right in a Westerly direction a distance of 450.94 feet; thence 90 degrees left in a Southerly direction a distance of 304.00 feet; thence 90 degrees right in a Westerly direction a distance of 310.87 feet; thence 108 degrees 08 minutes 50 seconds left in a Southeasterly direction a distance of 293.40 feet; thence 03 degrees 21 minutes 20 seconds right in a Southeasterly direction a distance of 203.00 feet; thence 07 degrees 16 minutes 30 seconds left in a Southeasterly direction a distance 210.18 feet; thence 02 degrees 18 minutes 40 seconds left in a Southeasterly direction a distance of 95.74 feet; thence 90 degrees 19 minutes 20 seconds left in a Northeasterly direction a distance of 357.29 feet; thence 90 degrees 01 minutes right in a Southeasterly direction a distance of 210.01 feet to said Northwestern right-of-way line of the Southern Railroad; thence 90 degrees left in a Northeasterly direction along said right-of-way line a distance of 480.14 feet to the point of beginning; being situated in Shelby County, Alabama.

All being situated in Shelby County, Alabama.


20141114000358700 6/6 \$39.00
Shelby Cnty Judge of Probate, AL
11/14/2014 08:16:23 AM FILED/CERT