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UCC1 1/6

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Beau Byrd 205-521-8000
B. E-MAIL CONTACT AT FILER (optional) bbyrd@bradley.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>William C. Byrd, II</div><div>Bradley Arant Boulton Cummings LLP</div><div>One Federal Place</div><div>1819 Fifth Avenue North</div><div>Birmingham, Alabama 35203</div></div>

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 COLONIAL FIREPLACE CO., INC.			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 400 Hillwood Park South		CITY Alabaster	STATE AL	POSTAL CODE 35007
			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 SOUTHPOINT BANK			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 3501 Grandview Parkway		CITY Birmingham	STATE AL	POSTAL CODE 35243
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:
See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: OS1124-401007 filed with the Judge of Probate of Shelby County, AL	

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

COLONIAL FIREPLACE CO., INC.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME 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:

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SCHEDULE I
TO
UCC FINANCING STATEMENT

DEBTOR: COLONIAL FIREPLACE CO., INC., an Alabama corporation

SECURED PARTY: SOUTHPOINT BANK, an Alabama banking corporation

All of the forthcoming described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (which property is hereinafter referred to collectively as the “**Premises**”):

(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 this financing statement; and

(c) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by Debtor and attached to the Premises (other than fixtures); or placed on the Premises and used or useful in connection with, or in any way pertaining or relating to, the Premises or the use and occupancy thereof, though not attached to the Premises; or for which the proceeds of the secured indebtedness has been or may be advanced, wherever the same may be located; and

(d) All policies of hazard insurance now or hereafter in effect that insure the Premises, or any Improvements, or any other property conveyed or encumbered hereby, together with all right, title and interest of Debtor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and

(e) 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 this financing statement; and

(f) 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

(g) All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to Debtor or any subsequent owner of the Premises, or the Improvements, or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Premises, or the Improvements, or any other such property; and

(h) (i) All general intangibles relating to the Improvements or any other property conveyed or encumbered hereby; (ii) all governmental licenses and permits relating to the operation of the Premises; and (iii) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Premises, the Improvements or any other property conveyed or encumbered by this financing statement, or used or useful in connection therewith, whether now or hereafter entered into; and

(i) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; and

(j) All proceeds of any of the foregoing.

[Legal Description]

The Land is described as follows:

A portion of the SE 1/4 of the SW 1/4 of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Begin at the SE corner of Lot 2 of Circle Hill Subdivision, as recorded in Map Book 5, page 112, in the Probate Judge's Office of Shelby County, Alabama. (Said SE corner of Lot 2 is also the SE corner of the Lot 2-A of a Re-survey of Circle Hill Subdivision, as recorded in the Probate Office of Shelby County, Alabama.); from said point of beginning run Northeasterly along the East side of Lot 2 of said subdivision for 192.00 feet to a point on the Southwest right of way of Shelby County road No. 68; thence turn an angle of 90°00' to the right and run Southeasterly along the said right of way for 35.80 feet to the point of beginning of a tangent curve concave Southwesterly and having a radius of 349.73 feet; thence continue Southeasterly along the said curved right of way through a central angle of 6°58'33" for 42.54 feet; thence an angle from the chord of said curve segment of said right of way of 90°22'05" to the right and run Southwesterly along the West side of a 50 foot wide access easement for 233.78 feet to a point on the North side of a water tank site owned by the City of Alabaster; thence turn an angle of 90°00' to the right and run Northwesterly along the North side of said tank site for 58.58 feet to a point on the East side of Lot 3-A of Circle Hill Subdivision; thence turn an angle of 85°08'38" to the right and run Northeasterly along the East side of Lot 3-A for 38.53 feet back to the point of beginning.

LESS AND EXCEPT

Cell Tower Lease Area

A portion of the SE 1/4 of the SW 1/4 of Section 25, Township 20 South, Range 3 West, described as follows:

Begin at a 1/2" rebar found at the Southeast corner of Lot 2-A, according to a Resurvey of Lots 2 & 3 of Circle Hill Subdivision, as recorded in Map Book 6, page 29, in the Probate Judge's Office of Shelby County, Alabama; thence S60°31'23"E a distance of 61.88 feet to a 5/8" capped rebar set (#19753), said point on the East line of a tract of land as recorded in Instrument 1997-42582, in the Probate Office; thence S27°25'59"W and along said East line a distance of 36.17 feet to 5/8" capped rebar set (#19753) at the Southeast corner of said tract; thence N62°34'01"W and along the South line of said tract a distance of 58.58 feet to a 1/2" rebar found at the Southwest corner of said tract; thence N22°34'37"E and along the West line of said tract a distance of 38.53 feet to the point of beginning.

Cell Tower Ingress/Egress & Utility Easement

Commencing at a 1/2" rebar found at the Southeast corner of Lot 2-A, according to a Resurvey of Lots 2 & 3 of Circle Hill Subdivision, as recorded in Map Book 6, page 29, in the Probate Judge's Office of Shelby County, Alabama; thence S60°31'23"E a distance of 44.45 feet to the Point of Beginning of a Ingress/Egress & Utility Easement; thence N29°50'21"E a distance of 197.38 feet, more or less, to a point on the South right of way of County road No 68; thence along an arc of a curve to the right, with a chord bearing and distance of S61°15'02"E for 9.13 feet to a point at the Northeast corner of a tract

of land as recorded in Instrument 1997-42582 in the Probate Office; thence S27°25'59"W and along said East line a distance of 233.78 feet to 5/8" capped rebar set (#19753); thence N60°31'23"W a distance of 17.43 feet to the point of beginning.

LESS AND EXCEPT

That portion conveyed to the Alabaster Water Board recorded in Instrument 20041028000596910 in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama and run thence North 89 degrees 30 minutes 00 seconds East along the North line of said quarter-quarter section a distance of 481.21 feet to a point; Thence run South 00 degrees 30 minutes 00 seconds East a distance of 612.65 feet to a point; Thence run South 66 degrees 03 minutes 00 seconds East a distance of 58.58 feet to a point; Thence run North 54 degrees 15 minutes 53 seconds East a distance of 86.24 feet to a set rebar corner and the point of beginning of the property being described; Thence run North 20 degrees 55 minutes 49 seconds parallel to the side of the pump house a distance of 33.03 feet to a set rebar corner; Thence run South 69 degrees 17 minutes 05 seconds East parallel with the North end of said building a distance of 21.12 feet to a set rebar corner; Thence run South 20 degrees 15 minutes 26 seconds West a distance of 33.10 feet to a set rebar corner; Thence run North 69 degrees 06 minutes 42 seconds West a distance of 21.51 feet to the point of beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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