

16
JOY
STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

☐ The Debtor is a transmitting utility
as defined in ALA CODE 7-9-105(n).

No. of Additional
Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Steven A. Brickman, Esq.
Sirote & Permutt, P.C.
2222 Arlington Avenue S.
Birmingham, AL 35205

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

McWhorter Properties - Hoover, L.L.C.
1117 Glenwood Terrace
Anniston, AL 36207

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

Colonial Bank
P.O. Box 370
Anniston, AL 36202

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

See Exhibits A and B consisting of 3 pages attached hereto and made a part
hereof.

5A. Enter Code(s) From
Back of Form That
Best Describes The
Collateral Covered
By This Filing:

This financing statement is filed with the Judge of Probate of Shelby
County, Alabama, to further perfect the security interest in fixtures
created by that certain Construction Mortgage with Assignment of Rents,
Security Agreement & Fixture Filing dated 12-11, 1997 and filed
in said office at Mortgage Book , Page as Instrument No. 1997-
40265

Check X if covered: ☒ Products of Collateral are also covered. on 12-11, 1997.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral
(check X if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed
to this state.
☐ which is proceeds of the original collateral described above in which a security interest is
perfected.
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$

8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross
indexed in the real estate mortgage records (Describe real estate and if debtor does not have
an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

McWhorter Properties - Hoover, L.L.C.

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

By: Carlton C. McWhorter

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

Title: Manager

Type Name of Individual or Business

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

EXHIBIT "A"

Parcel I:

A tract of land in Sections 20 and 29, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Begin at the NE corner of NW 1/4 of the NW 1/4 of said Section 29 and run Southerly along the East line of said 1/4 1/4 Section a distance of 201.41 feet; thence turn 40 deg. 05 min. 32 sec. left and run southeasterly 128.89 feet to a point on the northwest right of way line of Valleydale Road; thence turn 96 deg. 26 min. 38 sec. right and run southwesterly along said right of way line 430.12 feet; thence turn 35 deg. 56 min. 44 sec. right and run westerly 478.15 feet; thence turn 71 deg. 49 min. 38 sec. right and run northwesterly 295.80 feet; thence turn 15 deg. 53 min. 15 sec. right and run Northerly 251.18 feet; thence turn 16 deg. 31 min. 05 sec. right and run Northeasterly 333.60 feet; thence turn 73 deg. 31 min. 48 sec. right and run Easterly 738.03 feet; thence turn 89 deg. 56 min. 03 sec. right and run 337.80 feet to the point of beginning.

Parcel II:

Description of 20 foot wide Construction Easement:

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 29, Township 19 South, Range 2 West, Shelby County, Alabama; thence run South along the West line of said 1/4 1/4 Section for 170.15 feet to the point of beginning; thence continue along the last described course 31.05 feet; thence turn 40 deg. 05 min. 32 sec. left and run Southeasterly 128.89 feet; thence turn 83 deg. 33 min. 22 sec. left and run Northeasterly 20.13 feet; thence turn 96 deg. 26 min. 38 sec. left and run 154.91 feet to the point of beginning; being situated in Shelby County, Alabama.

EXHIBIT B

COLLATERAL COVERED BY FINANCING STATEMENT
NAMING
MCWHORTER PROPERTIES-HOOVER, L.L.C., AS DEBTOR
AND
COLONIAL BANK, AS SECURED PARTY.

All of the following, whether now owned or hereafter acquired by Debtor: (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the land (the "**Land**") described in Exhibit "A", attached hereto and made a part hereof (the "**Improvements**"); (b) all equipment, fixtures, furnishings, inventory, and articles of personal property (the "**Personal Property**") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements; (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements; (e) all plans and specifications for the Improvements; (f) all Debtor's rights (but not its obligations) under any contracts relating to the Land, the Improvements or the Personal Property; (g) all deposits (including tenants' security deposits), bank accounts, funds, instruments, notes or chattel paper arising from or by virtue of any transactions relating to the Land, the Improvements or the Personal Property; (h) all Debtor's rights (but not its obligations) under any documents, contract rights, accounts, commitments, construction contracts, architectural agreements, and general intangibles (including, without limitation, trademarks, trade names and symbols) arising from or by virtue of any transactions related to the Land, the Improvements or Personal Property; (i) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements and the Personal Property; (j) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements or the Personal Property or any interest therein; (k) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property; (l) all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law; (m) all rights, title and interest of Debtor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; (n) all of the leases, rents,

royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder; (o) all consumer goods located in, on or about the Land or the Improvements or used in connection with the use or operation thereof; (p) all rights, hereditaments and appurtenances pertaining to the foregoing; and (q) other interests of every kind and character that Debtor now has or at any time hereafter acquires in and to the Land, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor's rights under and with respect to all agreements regarding parking, common area maintenance, connections with adjacent properties and cross-easements with respect to adjoining properties. If the estate of Debtor in any of the above-described property is a leasehold estate (the "Leasehold Estate"), this financing statement shall cover all additional title, estate, interest, and other rights that may hereafter be acquired by Debtor in the property demised under the lease creating the Leasehold Estate.

Inst # 1997-40267

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12/11/1997-40267
08:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.00