

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



20050802000389460 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
08/02/2005 11:15:50AM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER [optional]
James W. Fuhrmeister (205) 991-6367

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

James W. Fuhrmeister
ALLISON, MAY, ALVIS, FUHRMEISTER
& KIMBROUGH, LLC
P. O. Box 380275
Birmingham, AL 35238

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
The Citizenship Trust

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
P. O. Box 6 Montevallo AL 35115 USA

ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
Nonprofit Corporation Alabama 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

ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any 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
Regions Bank

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2694 Pelham Parkway Pelham AL 35124 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "A"

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. 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] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

EXHIBIT "A"
TO FINANCING STATEMENT FILED BY

THE CITIZENSHIP TRUST
AS DEBTOR

AND

REGIONS BANK
AS SECURED PARTY

(a.) All the tract(s) or parcel(s) of land particularly described in Exhibit A attached hereto and made a part hereof;

(b.) All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c.) All machinery, furnishings, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively called the "Equipment"), and the right, title and interest of Mortgagor in and to any of the Equipment which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Mortgaged Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Mortgage;

(d.) All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Mortgaged Property, whether from real estate tax refunds or the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Mortgaged Property;

(e.) All leases and other agreements affecting the use, enjoyment or occupancy of the Premises and the Improvements heretofore or hereafter entered into, including, but not limited to any and all proprietary leases with respect to the Premises (the "Leases") and all rents, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Premises and the Improvements, also including, but not limited to common charges, maintenance charges, assessments and other charges assessed by Mortgagor with respect to

the Premises (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(f.) All proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(g.) The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property;

(h.) All right, title and interest of Mortgagor in, to and under all accounts, escrows, documents, instruments, chattel paper, claims, deposits, trademarks and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions and causes of action which now or hereafter relate to, are derived from or are used in connection with the Premises or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively called the "Intangibles")

(i.) All right, title and interest of Mortgagor in, to and under all gifts, grants, donations or pledges of gifts, grants or donations for the construction of the President's House / Southern Living Showcase Home, the Visitors' Center, road, lighting and sewer improvements and all other improvements made or to be made pursuant to the Related Documents at The American Village, Montevallo, Alabama; and

(j.) All proceeds resulting from the conversion of any and all rights granted herein.

**ATTACHMENT 1 TO EXHIBIT "A"
TO FINANCING STATEMENT FILED BY**

**THE CITIZENSHIP TRUST
AS DEBTOR**

AND

**REGIONS BANK
AS SECURED PARTY**

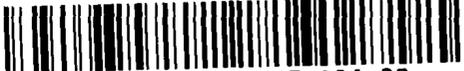
LEGAL DESCRIPTION OF THE LAND:

TRACT B:

Parcel 1

Commence at the northwest corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 22 South, Range 3 West; thence run easterly along the north line of said Section 2,335.05 feet to a point on the westerly right of way line of Alabama Highway # 119, said point being on a curve to the right, said curve to the right having a radius of 1,597.10 feet and being subtended by a central angle of 30 deg. 37 min. 51 sec.; thence turn an angle to the right of 108 deg. 12 min. 53 sec. to chord of said curve to the right and run southeasterly along the arc of said curve 853.82 feet to the end of said curve; thence turn an angle to the right of 105 deg. 18 min. 55 sec. from chord and run northwesterly 35.00 feet to the beginning of a curve to the right, said curve to the right having a radius of 1,562.10 feet and being subtended by a central angle of 20 deg. 59 min. 57 sec.; thence turn an angle to the left of 79 deg. 30 min. 01 sec. to chord of said curve to the right and run southwesterly along the arc of said curve 572.51 feet to the end of said curve; thence turn an angle to the left of 79 deg. 30 min. 03 sec. from chord and run southeasterly 15.00 feet to the beginning of a curve to the right, said curve to the right having a radius of 1,577.10 feet and being subtended by a central angle of 15 deg. 44 min. 57 sec.; thence turn an angle to the right of 97 deg. 52 min. 30 sec. to chord of said curve to the right and run southwesterly along the arc of said curve 433.50 feet to the end of said curve; thence at tangent to said curve run southwesterly 312.15 feet; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run southwesterly 20.00 feet to the beginning of a curve to the left, said curve to the left having a radius of 1,677.21 feet and being subtended by a central angle of 7 deg. 02 min. 39 sec.; thence turn an angle to the right of 86 deg. 28 min. 41 sec. to chord of said curve to the left and run southwesterly along the arc of said curve 206.20 feet; thence turn an angle to the right of 84 deg. 17 min. 07 sec. from chord and run northwesterly 335.17 feet; thence turn an angle to the right of 86 deg. 35 min. 36 sec. and run northeasterly 260.50 feet; thence turn an angle to the left of 89 deg. 58 min. 04 sec. and run northwesterly 279.71 feet; thence turn an angle to the right of 90 deg. 00 min. 00

sec. and run northeasterly 37.61 feet to the point of beginning; thence continue along the last described course 201.00 feet; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run southeasterly 65.00 feet; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run northeasterly 42.00 feet; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run southeasterly 135.85 feet to the beginning of a curve to the right, said curve to the right having a radius of 309.99 feet and being subtended by a central angle of 25 deg. 06 min.56 sec.; thence turn an angle to the right of 83 deg. 00 min. 11 sec. to chord of said curve to the right and run southwesterly along the arc of said curve 135.88 feet to the end of said curve to the right and the beginning of another curve to the left, said curve to the left having a radius of 168.43 feet and being subtended by a central angle of 48 deg. 36 min. 53 sec.; thence turn an angle to the right of 45 deg. 02 min. 32 sec. from chord to chord of said curve to the left and run northwesterly along the arc of said curve 142.91 feet to the end of said curve; thence turn an angle to the right of 51 deg. 57 min. 17 sec. from chord and run northwesterly 131.81 feet to the point of beginning; being situated in Shelby County, Alabama.


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