

1 Return copy or recorded original to:

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Pre-paid Acct. #

2 Name and Address of Debtor (Last Name First if a Person)

Daniel Oak Mountain Limited Partnership
1200 Corporate Drive
Birmingham, Alabama 35242-2940

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)

AmSouth Bank N.A.
P. O. Box 11007
Birmingham, Alabama 35288
Attention: Commercial Real Estate Dept.

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

All types (or items) of property described in Schedule I attached hereto and made a part hereof.

Some of said property is now, or may in the future become affixed to the Land described in Exhibit A to said Schedule I. The Debtor is a record owner of the Land. This financing statement is filed as additional security to that certain Mortgage, Security Agreement and Assignment of Rents and Leases between the Debtor and the Secured Party recorded concurrently herewith, in Mortgage Book 348, at Page 208. This Financing Statement is to be cross-indexed in the Real Estate Mortgage Records.

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

0 0 0	8 0 0
1 0 0	
2 0 0	
3 0 0	
5 0 0	
6 0 0	
7 0 0	

Check X if covered: ☐ Products of Collateral are also covered

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

Daniel Oak Mountain Limited Partnership

By Daniel Realty Investment Corporation-

Oak Mountain, Its General Partner

By Donald S. Hloye

Its VP

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL

(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGMENT

(4) FILE COPY - SECOND PARTY(S)

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

The initial indebtedness secured by this financing statement is \$ N/A

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 36.00 (see block 5)

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)

AmSouth Bank N.A.

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

By: Mary B. Voorhees

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

Its Vice President

Type Name of Individual or Business

(5) FILE COPY DEBTOR(S)

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

028432

JUDGE OF PROBATE

91 JUN 14 AM 10:24

STATE OF ALA. SHELLEY
I CERTIFY THIS
INSTRUMENT WAS FILED

SCHEDULE I
TO
FINANCING STATEMENT

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

(a) Land. All those certain lot(s), piece(s) or parcel(s) of land located in Shelby County, Alabama more particularly described in Exhibit A, as the description of the same may be amended or supplemented from time to time, together with all other property, rights and interests described in said Exhibit A (all of the foregoing hereinafter collectively called the "Land").

(b) Improvements. All buildings, structures, facilities and other improvements (including the Project) now or hereafter located on the Land, and all building material, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by the Debtor or in which the Debtor has or shall acquire an interest, including any recreational facilities now or hereafter located on the Land, such as tennis courts or swimming pools, and (subject to the prior rights, if any, of other persons) any pumping stations, lines and other equipment now or hereafter used in connection with the sewage system on the Land (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) Personal Property. All chattels and other articles of personal property and fixtures, both tangible and intangible (including appurtenances, additions and accessions thereto and replacements, substitutions, betterments and renewals thereof), of every kind or character now owned or hereafter constructed, created or acquired by the Debtor and attached to the Real Property; or placed on the Real Property and used or useful in connection with, or in any way appertaining or relating to, the Real Property (or the operations of the Debtor thereon) though not attached to the Real Property; or for which the proceeds of the New AmSouth Loan or other Advances described in the Construction Loan Agreement have been or may be advanced, wherever the same may be located; including: (i) the items of personal property described in Exhibit A-1 hereto; (ii) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (iii) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators,

dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (all of the foregoing hereinafter collectively called the "Personal Property").

(d) Tenant Leases and Rents. (i) All leases, subleases, lettings and licenses, and other use and occupancy agreements, written or oral, covering any of the Real Property or Personal Property with respect to which the Debtor is the lessor, licensor or sublessor, including any of the same now in existence, and any and all other such agreements hereafter made or entered into (all of the foregoing hereinafter collectively called the "Tenant Leases"); (ii) any and all guaranties of the performance of the lessee, licensee, sublessee or occupant (all of the foregoing hereinafter collectively called the "Tenants") under any of the Tenant Leases; (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or that may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Tenant Leases, the Real Property, the Personal Property, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges payable to the Debtor, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any Tenant upon the exercise of any cancellation privilege provided for in any of the Tenant Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Property or Personal Property, together with any and all rights and claims of any kind that the Debtor may have against any Tenant; and (iv) any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the Tenants in any bankruptcy, insolvency or reorganization proceedings before any governmental authority and any and all payments made by Tenants in lieu of rent.

(e) Insurance Policies. Each and every policy of hazard insurance now or hereafter in effect which insures the Improvements, the Personal Property, or any part thereof, together with all right, title and interest of the Debtor in and to each and every such policy, including any premiums paid on each such policy and rights to returned premiums.

(f) Condemnation Awards. Any and all judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made to the Debtor or any subsequent owner of any of the Real Property, the Personal Property or any other property or rights conveyed or encumbered hereby, as a result

of (i) the exercise of the right of eminent domain or condemnation, (ii) the alteration of the grade or of any street or (iii) any other injury to or decrease in value of the Real Property or the Personal Property.

(g) General Intangibles and Agreements. (i) Subject to the prior rights, if any, of other persons, all general intangibles relating to the development or use of the Real Property, the Personal Property, or any other property or rights conveyed or encumbered hereby, or the management and operation of any business of the Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets, including the right to use the name "Greystone" and any logo, copyright or trademark associated therewith in the naming of or advertising for the Project and the Real Property, and the sale of Lots and other Parcels therein; (ii) subject to the prior rights, if any, of other persons, the good will of any business conducted or operated on the Real Property, all governmental permits relating to the construction, renovation or operation thereof, and all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (iii) and all contracts and agreements (including leasing, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage to which this financing statement relates (the "Mortgage"), or used or useful in connection therewith, whether now or hereafter entered into;

(h) Construction Documents. The Construction Contracts, the Architect Contracts, the Plans and the other Construction Documents.

(i) Sale Contracts. (i) All Sale Contracts, (ii) all guarantees of payment or performance of any of the obligations of the Purchasers under the Sale Contracts, (iii) all Gross Sales Proceeds and other sums payable under the Sale Contracts, including all earnest money and other deposits paid or to be paid thereunder, and (iv) all awards, dividends and other payments heretofore or hereafter made to the Debtor in any court proceedings involving any of the Purchasers under the Sale Contracts in any bankruptcy, insolvency or reorganization proceedings in any state or federal court (the Debtor has appointed the Secured Party as the Debtor's irrevocable attorney in fact to appear in any such proceeding and to collect any such award, dividend or other payment).

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

(k) Proceeds. All proceeds (including insurance proceeds) of any of the foregoing, or of any part thereof.

(l) Other Property. Any and all other real or personal property, rights, titles and interests from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred

to Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

As used in this financing statement, the following terms shall have the following meanings:

Advance shall mean an Advance to the Debtor under the Construction Loan Agreement).

Architects shall mean the architects, engineers, Golf Course designers and consultants and other persons responsible for the design of the Project, or any Subproject, the preparation of the Plans, the supervision of construction of the Project, or any Subproject, or any other architectural, engineering or similar services with respect to the Project, or any Subproject, which shall be architects, engineers or other experts satisfactory to the Secured Party.

Architect Contracts shall mean the contracts between the Architects and the Debtor providing for the design of the Project, or any Subproject, the preparation of the Plans, the supervision of construction of the Project, or any Subproject, and any other architectural, engineering and similar services with respect to the Project, or any Subproject.

Construction Contracts shall mean the contracts between the Contractors and the Debtor providing for the construction of the Project, or any Subproject.

Construction Documents shall mean (i) all plans and specifications for any of the Project (including the Plans); (ii) all contracts (including the Architect Contracts) with Architects or other persons responsible for the preparation or evaluation of any of such plans and specifications; (iii) all construction contracts to which the Debtor is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or material in connection therewith; (iv) all contracts with managers and consultants relating to the design, construction and development of any of the Project; (v) all rights of the Debtor as a third party beneficiary under all contracts pertaining to the design, construction and development of any of the Project as to which the Debtor is not a signatory party; and (vi) all other contracts and agreements related to the design, construction and development of any of the Project, including the Project Budget, Construction Schedule, Sources and Uses of Funds Statement and other documents described in Section 4.05 of the Construction Loan Agreement.

Construction Loan Agreement shall mean the Construction Loan Agreement dated June 6, 1991 between the Debtor and the Secured Party relating to the financing of construction of the Project.

Contractors shall mean the contractors for the Project, or any Subproject, which shall be contractors satisfactory to the Secured Party.

Development shall mean Greystone, a residential subdivision proposed to consist of improved, single-family Lots, together with the Golf Course, Golf Course Improvements and other existing and planned Improvements and amenities, situated on the Land, the Golf Course Property and certain other real estate located in Shelby County, Alabama generally described in the Zoning Plan; provided, however, that the Mortgage does not encumber any part of the Development other than the Real Property.

Golf Course shall mean the 18-hole golf course presently under construction within the Development, as shown on the Zoning Plan, the completion of which is to be financed as part of the Project; provided, however, that the Golf Course and the Golf Course Improvements are not encumbered by the Mortgage.

Golf Course Improvements shall mean the following Improvements related to the Golf Course that are to be financed as part of the Project: interim clubhouse to be built utilizing modular buildings to house a pro shop, small grille area, administrative offices and limited locker room facilities, grading and site preparation work for the permanent clubhouse buildings, parking facilities and other improvements related to the Golf Course, as more particularly described in the Plans and the Project Budget referred to in the Construction Loan Agreement; provided, however, that the Golf Course and the Golf Course Improvements are not encumbered by the Mortgage.

Golf Course Property shall mean the real property situated in Shelby County, Alabama, described in Exhibit A-1 to the Mortgage and Security Agreement dated September 28, 1990, executed by Daniel Oak Mountain and Daniel Links in favor of the Secured Party and recorded in the Probate Office of Shelby County, Alabama, in Book 312, page 331, as amended by a First Amendment thereto.

Golf Course Subproject shall mean the Subproject consisting of the Golf Course and the Golf Course Improvements.

Gross Sales Proceeds shall mean the gross sale proceeds of any Lot, Parcel or other part of the Real Property.

Interior Lot Subproject shall mean the planned Subproject to be constructed following the Phase I Subproject and the Phase II Subproject, consisting of approximately 49 Lots as shown on the drawing attached as Exhibit I to the Construction Loan Agreement, for which \$425,000 has been budgeted from the proceeds of the Advances under the Construction Loan Agreement.

Lot shall mean a lot in the Real Property as platted and subdivided on the Subdivision Plats for the Real Property from time to time.

Parcel shall mean any parcel of land (other than a Lot within a recorded Subdivision Plat) that is included in the Real Property and that is proposed to be sold by the Debtor.

Phase I Subproject shall mean the Subproject consisting of the Improvements to Phase I of the 1st Sector of the Development, as shown on the drawing attached as Exhibit I to the Construction Loan Agreement.

Phase II Subproject shall mean the Subproject consisting of the Improvements to Phase II of the 1st Sector of the Development, as shown on the drawing attached as Exhibit I to the Construction Loan Agreement.

Plans shall mean the complete and final working plans and specifications prepared by the Architects for constructing and developing the Project (or each Subproject), and all amendments and modifications thereto.

Project shall mean a certain project consisting of Improvements the construction of which is to be financed with the proceeds of the Advances and completed in accordance with the Plans on the Land, together with related utilities, roads and other off-site Improvements, if any, described in the Plans, said project being generally described as follows: (i) the completion of the improvement (including clearing and grubbing, rough grading, water and sewer (sanitary and storm) lines, drainage, streets paving, curbs and gutters) of the Lots (and adjoining streets) in the 1st Sector of the Development (the Phase I Subproject and the Phase II Subproject), (ii) the completion of the Golf Course and the Golf Course Improvements (the Golf Course Subproject), and (iii) the improvement (as aforesaid) of certain additional interior Lots (and the adjoining streets) included in the Interior Lot Subproject; provided, however, that the Golf Course and the Golf Course Improvements are not encumbered by the Mortgage even though they constitute part of the Project.

Purchasers shall mean the parties other than the Debtor named in the Sale Contracts as the purchase(s) therein, and their respective heirs, successors and assigns.

Sale Contract shall mean any sale contract heretofore or hereafter entered into by the Debtor with any person for the sale of any Lot or Parcel in the Real Property (or the grant of any option to purchase, right of first refusal, right to select the Lot or Parcel in the Real Property, or any other right or interest whatsoever with respect to any Lot or Parcel in the Real Property).

Subdivision Plats shall mean the subdivision plat for the Phase I Subproject, as recorded in Map Book 14, at page 91 in the Probate Office, the Phase II Subproject, the Interior Lot Subproject, or any other phase, sector or other portion of the Real Property, and any amendments, supplements, revisions and other changes thereto, all of which subdivision plats and changes must be approved in writing by the Secured Party.

Subproject shall mean a separate portion of the Project approved by the Secured Party for treatment as a separate subproject under the Construction Loan Agreement, such as the Phase I Subproject, the Phase II Subproject, the Golf Course Subproject and the Interior Lot Subproject.

Zoning Plan shall mean the zoning plan for the Development dated January 18, 1991, a copy of which has been furnished to and approved by the Secured Party, as amended from time to time with the prior written approval of the Secured Party.

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

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

EXHIBIT A

Description of the Land

Tract I - Lots 3, 4, 9, 11, 15, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 34, 37, 40, 41, 42, 43, 44, 46, 104, 109, 113, 115, 116, 117, 118, 121, 122, 123, 124, 125 and 126, according to the Survey of Greystone 1st Sector Phase 1, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 14, page 91.

Tract II - The following described property situated in Sections 32 and 33, Township 18 South, Range 1 West, Shelby County, Alabama:

Commence at the northeast corner of said Section 32, thence run south $0^{\circ} 51' 42''$ west along the east line of said Section 32 for a distance of 1,039.75 feet to the point of beginning; thence run south $80^{\circ} 55' 57''$ east for a distance of 30.02 feet to a point; thence run north $33^{\circ} 30' 56''$ east for a distance of 104.94 feet to a point; thence run south $67^{\circ} 39' 08''$ east for a distance of 133.52 feet to a point; thence run north $67^{\circ} 31' 12''$ east for a distance of 102.22 feet to a point; thence run north $30^{\circ} 07' 08''$ east for a distance of 105.74 feet to a point; thence run north $25^{\circ} 38' 07''$ east for a distance of 719.57 feet to a point; thence run north $19^{\circ} 14' 45''$ east for a distance of 328.54 feet to a point; thence run north $57^{\circ} 43' 07''$ east for a distance of 173.41 feet to a point; thence run south $0^{\circ} 28' 33''$ west for a distance of 493.64 feet to a point; thence run south $46^{\circ} 31' 38''$ east for a distance of 66.09 feet to a point; thence run south $10^{\circ} 53' 37''$ west for a distance of 113.01 feet to a point; thence run south $26^{\circ} 58' 58''$ east for a distance of 133.53 feet to a point; thence run south $63^{\circ} 47' 26''$ east for a distance of 163.17 feet to a point on a curve to the left having a radial bearing in of north $89^{\circ} 04' 40''$ east, a radius of 438.39 feet and a central angle of $11^{\circ} 34' 54''$; thence run in a southeasterly direction along the arc of said curve for a distance of 88.61 feet to a point; thence run south $12^{\circ} 30' 14''$ east for a distance of 155.00 feet to a point on a curve to the right having a radial bearing in of south $77^{\circ} 29' 46''$ west, a radius of 820.68 feet and a central angle of $29^{\circ} 00' 00''$; thence run in a southeasterly to southwesterly direction along the arc of said curve for a distance of 415.38 feet to a point; thence run south $16^{\circ} 29' 46''$ west for a distance of 200.00 feet to a point on the intersection

of Greystone Drive (a private roadway) and King Stables Road (a private roadway) in Greystone 1st Sector Phase I as recorded in Map Book 14, Page 91, in the office of the Judge of Probate, Shelby County, Alabama, said point being on a curve to the right having a radial bearing in of north $73^{\circ} 30' 14''$ west, a radius of 25.00 feet and a central angle of $90^{\circ} 00' 00''$; thence run in a southwesterly to northwesterly direction along the arc of said curve and also along the northeast right of way of King Stables Road for a distance of 39.27 feet to a point; thence run north $73^{\circ} 30' 14''$ west along said northeast right of way for a distance of 202.55 feet to a point on a curve to the right having a radial bearing in of north $16^{\circ} 29' 46''$ east, a radius of 1,169.34 feet and a central angle of $10^{\circ} 52' 34''$; thence run in a northwesterly direction along the arc of said curve and also along said northeast right of way for a distance of 221.97 feet to a point; thence run south $27^{\circ} 22' 20''$ west crossing said King Stables Road for a distance of 60.00 feet to the northwest corner of Lot 126 in said Greystone 1st Sector Phase I; thence continue south $27^{\circ} 22' 20''$ west along the northwest line of said Lot 126 for a distance of 176.25 feet to a point on the northeast line of Lot 125 in said Greystone 1st Sector Phase I; thence run north $62^{\circ} 28' 38''$ west along the northeast line of said Lot 125 for a distance of 17.16 feet to the northwest corner of said Lot 125; thence run south $31^{\circ} 22' 48''$ west along the northwest line of Lots 125, 124, 123 and 122 in said Greystone 1st Sector Phase I for a distance of 539.34 feet to the northwest corner of Lot 121 in said Greystone 1st Sector Phase I; thence run south $40^{\circ} 50' 29''$ west along the northwest line of said Lot 121 for a distance of 121.62 feet to the northwest corner of Lot 120 in said Greystone 1st Sector Phase I; thence run south $34^{\circ} 39' 12''$ west along the northwest line of Lots 120 and 119 in said Greystone 1st Sector Phase I for a distance of 200.11 feet to a point; thence run south $47^{\circ} 49' 35''$ west along the northwest line of Lots 119 and 118 in said Greystone 1st Sector Phase I for a distance of 195.26 feet to the northernmost corner of Lot 117 in said Greystone 1st Sector Phase I; thence run south $44^{\circ} 53' 27''$ west along the northwest line of Lots 117, 116 and 115 in said Greystone 1st Sector Phase I for a distance of 337.35 feet to a point; thence run south $29^{\circ} 08' 15''$ west along the northwest line of Lots 115 and 114 in said Greystone 1st Sector Phase I for a distance of 179.95 feet to a point; thence run south $54^{\circ} 35' 05''$ west along the northwest line of said Lot 114 for a distance of 48.12 feet to a point; thence run south $5^{\circ} 19' 35''$ west along the west line of Lots 114, 113 and 112 in said Greystone 1st Sector Phase I

for a distance of 320.00 feet to a point on the northernmost corner of Lot 111 in said Greystone 1st Sector Phase I; thence run south $47^{\circ} 59' 48''$ west along the northwest line of Lots 111 and 110 in said Greystone 1st Sector Phase I for a distance of 182.48 feet to the northeast corner of Lot 109 in said Greystone 1st Sector Phase I; thence run north $47^{\circ} 20' 45''$ west along the northeast line of said Lot 109 for a distance of 130.00 feet to the northeast corner of Lot 108 in said Greystone 1st Sector Phase I; thence run south $72^{\circ} 39' 15''$ west along the northwest line of said Lot 108 for a distance of 50.00 feet to a point; thence run north $58^{\circ} 57' 19''$ west along the northwest line of said Lot 108 for a distance of 40.81 feet to a point; thence run south $67^{\circ} 20' 12''$ west along the northwest line of said Lot 108 for a distance of 200.00 feet to the northwest corner of Lot 107 in said Greystone 1st Sector Phase I; thence run south $7^{\circ} 20' 12''$ west along the west line of said Lot 107 for a distance of 125.00 feet to a point; thence run south $12^{\circ} 39' 48''$ east along the southwest line of Lots 107 and 105 in said Greystone 1st Sector Phase I for a distance of 220.00 feet to the northeast corner of Lot 104 in said Greystone 1st Sector Phase I; thence run south $74^{\circ} 20' 12''$ west along the northwest line of Lots 104 and 103 in said Greystone 1st Sector Phase I for a distance of 270.51 feet to the northwest corner of said Lot 103; thence run south $10^{\circ} 42' 57''$ east along the southwest line of said Lot 103 for a distance of 160.05 feet to a point on the northwest right of way of Shandwick Place (a private roadway) in said Greystone 1st Sector Phase I; said point being on a curve to the right having a radial bearing in of north $10^{\circ} 42' 57''$ west, a radius of 289.52 feet and a central angle of $1^{\circ} 59' 04''$; thence run in a southwesterly direction along the arc of said curve and also along said northwest right of way for a distance of 10.03 feet to a point; thence run south $8^{\circ} 43' 52''$ east crossing said Shandwick Place for a distance of 60.00 feet to the northwest corner of Lot 48 in said Greystone 1st Sector Phase I; thence continue south $8^{\circ} 43' 52''$ east along the southwest line of said Lot 48 for a distance of 210.40 feet to the southwest corner of said Lot 48; thence run south $81^{\circ} 12' 19''$ west for a distance of 401.50 feet to a point; thence run north $61^{\circ} 52' 13''$ west for a distance of 91.66 feet to a point; thence run north $12^{\circ} 57' 12''$ west for a distance of 545.86 feet to a point; thence run north $8^{\circ} 45' 30''$ west for a distance of 170.13 feet to a point; thence run north $12^{\circ} 28' 01''$ east for a distance of 177.77 feet to a point; thence run north $16^{\circ} 33' 28''$ east for a distance of 378.52 feet to a point; thence run north $29^{\circ} 26' 52''$ east for a distance of 485.09 feet to a point; thence run north 4°

41' 46" west for a distance of 114.76 feet to a point; thence run north 45° 14' 29" west for a distance of 70.04 feet to a point; thence run north 5° 06' 49" west for a distance of 123.71 feet to a point; thence run north 41° 55' 46" east for a distance of 347.92 feet to a point; thence run north 38° 08' 46" east for a distance of 348.81 feet to a point; thence run north 23° 38' 35" east for a distance of 407.34 feet to a point; thence run south 59° 21' 08" east for a distance of 223.55 feet to a point; thence run north 30° 38' 52" east for a distance of 267.58 feet to a point on a curve to the left having a radial bearing in of north 59° 21' 08" west, a radius of 25.00 feet and a central angle of 86° 03' 19"; thence run in a northwesterly direction along the arc of said curve for a distance of 37.55 feet to a point on a reverse curve to the right having a radial bearing in of north 34° 35' 33" east, a radius of 774.50 feet and a central angle of 12° 44' 46"; thence run in a northwesterly direction along the arc of said curve for a distance of 172.30 feet to a point; thence run north 42° 39' 42" west for a distance of 72.14 feet to a point; thence run north 37° 14' 42" east for a distance of 42.02 feet to a point; thence run south 80° 55' 57" east for a distance of 646.84 feet to the point of beginning; said Tract II containing 100.732 acres, more or less.

DOCUMENT SUMMARY

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EXHIBIT A-1

GREYSTONE GOLF MAINTENANCE PHYSICAL EQUIPMENT INVENTORY

~~4-23-91~~
4-23-91

Quantity		SERIAL #	LIFE EXP
			**
2	John Deere 2155 Tractors	L02155G692856	10
		L02155G703528	10
		✓10381	3
1	Toro Reelmaster 7 gang mower		10
1	Hahn 418 160 gal. sprayer		10
1	FMC 300 gal. sprayer w/Hand/Spray Hawk	A300674	5
1	Olathe model 41 Vacuum	PS6AN230	5
1	Olathe model 67 Vacuum	✓67672089TD0	5
1	Olathe Model 61 - 3 point hitch blower	✓61611657	4
2	Toro 5 HP Push Blower	9000174, 62933	3
2	Toro Pro Back pack blower	2783, 264, 3783	5
1	Toro Sand Pro 14hp complete with #08811 rake assembly	✓0880-01099	4
2	Toro model TC 3510 Weed eaters	80-408493, 80-409113	4
2	Toro model TC 3510 Weed eaters	760790	5
1	Ryan Sod Cutter 7hp Junior sod cutter	91501974	
2	Gandy Greens Rollers 49248024 24"x24"		10
1	Turfco F-15 Self propelled Mate-R-Matic Topdress	092256	2
2	Toro model #5002 Rotary Push Mower 21"	22025-7002453, 7002457	
1	Progressive Electronics Locator model #521 for irrigation		
1	Progressive Electronics Pulsar model #2003 for irrigation		
2	Chain saws -16" -24"		
2	Keystone Dragmats		4
1	Toro Reelmaster 216 3 wheel triplex	03430-00631	4
1	Toro Reelmaster 216 3 wheel triplex	03410-00189	5
1	Toro Groundsmaster 322 Deck mower	✓30788-01037	5
1	Toro Groundsmaster Deck mower	✓30795-004818	4
6	Toro Greensmaster Series 105	✓532,529,526,530,525,10242	4
2	Toro 72 Decks	✓30722-01683 ✓01760 ✓	7
2	✓ Toro Greensmaster 1000 walking greens mower triplex	04050-01373 2	
1	Toro Greensmaster 300 D Triplex greensmower	04050-01132 3 04375-90254	

**Based on average normal use/years may vary due to course conditions.

Inventory, Page two

Quantity

1	John Deere 272 grooming mower	M0027X010196	5
1	John Deere 254 flail mower	P00025A638023	5
1	John Deere 350 sickle	F00350X8091011	5
1	John Deere 90 boom mower	R000906758890	5
1	John Deere 660 heavy duty tiller		
1	Tuffline 7" box blade/scaifiers		15
1	Land/pride 7' landscape rake	34971	10
4	Scotts Greens rotary type spreader	R-8A	2
2	Greens drop type Gandy 24" spreader	14445	2
2	Hahn model PTO 3 point hitch sweeper	0042003	10
7	Motorola 2 way radios		
2	Gandy Rollers		
2	Tawaka Edgers	550	4
2	John Deere 280S F.W. Slicer	E0280SE761009,761134	10
1	Brush Sweeper		
1	Vermeer Chipper	LVRCC8123L1006	10
1	Raven Computer	6382	5
1	Hose Reel	P56AN230	2
1	Solo backpack sprayer		2
1	Chappin handsprayer		2
5	Isuzu Pup Pickup Trucks '90 white	451CL11L5L4215978	5
		451CL11L3L4215977	
		451CL11L3L4215820	
	Isuzu Pup	451CL11L3L4215820	
	'90 Grey	451CL11L1L4203228	
2	Mule - Kawasaki		2

Equipment Parts on Hand - ~~4-23-91~~

Toro Greensmaster 105

<u>Part #</u>	<u>Description</u>	<u>Quantity</u>
3-0514	Friction Disc	6
3-0477	Clutch Plate	6
3290-211	Washer	2
3-0478	Spring	2
3296-6	Lock Nut	2
2-4779	Universal Driver	1
251-163	Bearing	1
32121-25	Roll Pin	4
253-59	Oil Seal	2
3-4510	Pull Arm	2
3-2251	Belt	2
3-5794	Bedknife	4
57-4910	Screws	48
3-5084	Shaft	1
3-1852	Pad	4

Miscellaneous Items: spark plugs, string trimmer cord, etc.

Toro Sand Pro

<u>Part #</u>	<u>Description</u>	<u>Quantity</u>
44-2230	Coupling	1
33-1300	Air Filter	1
36-4630	"S" Link	1
22-4600	Pivot Bracket	1
18-6370	Chain	1
18-7550	Arm's Rake	4
18-7530	Arm's Rake	4
18-7460	Rake Bar	4
12-8140	Switch Ignition	1

322D Toro Groundsmaster

<u>Part #</u>	<u>Description</u>	<u>Quantity</u>
249-39	Hood Latch	2
63-8300	Fuel Filter	1
43-2550	Fuel Filter	1
53-9660	V-Belt P.T.O	1
21-1830	Spring	1
231-101	Tire	1
23-105	Tire	1
44-2230	Coupling P.T.O.	2
67-8110	Oil Filter	1
29-6160	Switch	1
42-9100	Fan Belt	1
43-5910	Fan Belt	1
27-7110	Air Filter	1
29-6930	Switch-Safety	1
23-2410	Blade	3
21-0890	Belt	3
49-8320	Bearing	3
253-138	Oil Seal	9
12-1509	Wheel Assembly	2
63-8400	Wheel Assembly	2
26-1580	Wheel Spacers	24

Irrigation Parts and Tools - 2/1/91

<u>Part #</u>	<u>Description</u>	<u>Quantity</u>
	1" swing joint	10
	1" x 3" nipple	25
	1 1/2" repair coupler	9
	1 1/2" tee	15
	1 1/2" 90 ⁰	15
	1 1/2" 45 ⁰	15
	2" x 1 1/2" reducer	6
	2" male adapter	15
	2" x 1 1/2" end cap (Pierce)	8
	2" 90 ⁰ (Pierce)	3
	2" 45 ⁰ (Pierce)	3
	2" tee	7
	2" repair coupler (Pierce)	6
	2 1/2" tee	8
	2 1/2" repair coupler (Pierce)	6
	2 1/2" repair coupler (Flow)	3
	2 1/2" 90 ⁰	7
	2 1/2" 45 ⁰	6
	2 1/2" male adaptor	6
	2 1/2" x 2" reducer	6
	3" x 2 1/2" reducer	6
	3" male adaptor	7
	3" female adaptor	5
	3" repair coupler	6

	3" tee	7
	3" x 3" x 2 1/2" tee	1
	4" x 3" reducer	6
	4" repair coupler	6
	1 1/2" swing joint	19
	1 1/2" x 3" nipple	75
	1 1/2" x 8" nipple	25
	1 1/2" x 12" nipple	50
	2" x 3" nipple	55
	2 1/2" x 2" bushing	15
	3" x 2 1/2" bushing	22
	3" nipple	16
	2" angle valve, brass	1
	2 1/2" angle valve, brass	1
	1" hand valve, brass	1
	1" air release	3
	DBY splice kit	73
	3m splice kit	16
Nw 8000	timing wrench	1
Nw 8000	pump & current monitor	1
Nw 8000	triac module	2
Nw 8000	communication cable bracket assembly	1
Nw 8000	power supply	1
Nw 8000	3A F.B. fuses	10
Nw 8000	1/2 A F.B. fuses	25
Nw 8000	3 2A Slo-Blo fuses	10
Nw 8000	modem board	2

Nw 8000	transformer	1
	hydraulic converter	4
	PVC cement	10 cans
	PVC primer	10 cans
	521 locator	1
	A-frame (fault finder)	1
Nw 8000	Satellite	1
	6" repair coupler	4
	8" repair coupler	2
654-01-57	sprinkler heads	17
655-01-58	sprinkler heads	1
674-01-70	sprinkler heads	6
674-01-73	sprinkler heads	8
694-01-91	sprinkler heads	5
	10" round valve boxes	14
	14" square valve boxes	2
	15" square valve boxes	8
	20" square valve boxes	2
	wire - copper (ground)	2 rolls
	#12 AWG white wire	1/2 roll
	#12 AWG black wire	1/2 roll
	#12 AWG green wire	1/2 roll
	#6 AWG white	1/2 roll
	#18 AWG communication cable	1 roll
	control tubing	3 rolls
	6" x 1" flo control saddles	4
	6" x 2" flo control saddles	4

3" x 1" flo control saddles	3
3" x 1 1/2" flo control saddles	4
3" x 2" flo control saddles	5
2 1/2" x 2" flo control saddles	5
2 1/2" x 1" flo control saddles	10
2" x 1 1/2" flo control saddles	10
8" x 1 1/2" flo control saddles	1
6" x 2" APAC saddles	4
8" x 2" APAC saddles	2
roller base sprinkler	9
474 quick coupler 1"	7
C100 coupler key 1"	12
pipe wrench 24"	1
pipe wrench 18"	1
pipe wrench 14"	1
crescent wrench 15"	1
crescent wrench 6"	1
hack saw	1
fish tape 200 feet	1
valve key	3
Lenox PVC saw	1
12" saw blades	2
18" saw blades	2
15" channel lock pliers	2
10" channel lock pliers	1
snap ring pliers	2
standard slip pliers	1

Tools:

vise grip pliers	2
7" lineman's pliers	1
wire strippers 18 gauge	1
needle nose pliers	2
chain wrench 12"	2
ball pin hammer	1
rubber mallet	1
4 in 1 file	2
test light	1
10" standard screw drivers	6
6" standard screw drivers	3
3" standard screw drivers	2
10" hex screw driver	1
8" hex screw driver	1
7" hex screw driver	1
6" hex screw driver	3
3" hex screw driver	2
vise - D44	1
sledge hammer 8 lb.	1

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS
 INSTRUMENT WAS FILED
 91 JUN 14 2014
 JUDGE OF PROBATE