

☐ 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:

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)

Fairway Investments, Inc., an Alabama corporation
P. O. Box 10367
Birmingham, Alabama 35202

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)

Fleet National Bank
Suite 800
111 Westminster Street
Providence, Rhode Island 02903
Attn: Joan Petrozzi

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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

All of the presently owned and hereafter acquired property of Debtor described on Schedule A attached hereto and incorporated herein. Certain of said property may be or become affixed to the real estate located on the real property which is described on Exhibit A to Schedule A, the record owner of which is the Debtor.

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

FILED WITH: PROBATE OFFICE OF SHELBY COUNTY

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

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)

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

FAIRWAY INVESTMENTS, INC.

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

Signature(s) of Secured Party(ies) or Assignee
FLEET NATIONAL BANK

030154

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JUDGE OF PROBATE

Tax paid on MTS in Book 380 pg. 502

SCHEDULE A

(a) Fixtures: The items of property now or at any time hereafter affixed or attached to or placed upon the real property located in Shelby County, Alabama, more particularly described on Exhibit A attached hereto (the "Property"), the record owner of which is the Debtor and any buildings located thereon, and/or used in conjunction therewith including plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, proceeds thereof and substitutions therefor; and

(b) Personalty: All materials, furniture, furnishings, equipment, machinery and all other tangible personal property now or hereafter owned by Debtor and located in, upon or about the real property described above or the buildings located thereon or used or intended to be used in any way in connection with the construction, use, operation or occupancy of said real property and/or buildings, together with all accessions, replacements and substitutions thereto or therefor and the proceeds thereof (except for motor vehicles) and all General Intangibles and all Contract Rights (as defined in the Uniform Commercial Code for the state where the real property described on Exhibit A is situated) pertaining in any way to such real property or building, and any such tangible personal property including any franchises, permits or licenses for the use, operation, or occupancy of said real property or building, and any books and records relating to such use, operation or occupancy and all money, instruments and other property of the Debtor from time to time in the possession of Secured Party; and

(c) Rents/Deposits: Any and all of the security deposits, rents, issues, profits and revenues of the Property and improvements thereon from time to time accruing; and

(d) Leases: Any and all leases (including equipment leases), rental agreements, management contracts, construction contracts, architect's contracts, licenses and permits now or hereafter affecting the Property and improvements thereon; and

(e) Other Materials: Any and all materials (stored on-site or off-site), reserves, deferred payments, deposits or advance payments for materials (stored on-site or off-site), undisbursed loan proceeds, insurance refunds, impound accounts, refunds for overpayment of any kind and any surplus of withheld funds resulting from the invalidity of "stop notice" claims of the failure of claimants to prosecute their claims to judgment, to the extent the same arise out of or occur in connection with the construction of improvements on the property.

EXHIBIT A

All that piece, parcel, tract of land with improvements thereon lying and being situate in the City of Hoover, County of Shelby, State of Alabama designated as Lot 3 according to Survey of Village on Valleydale at Southlake as recorded in Map Book 11, page 84 in the Probate Office of Shelby County, Alabama and as shown on an "Asbuilt Survey" prepared by Jimmy A. Gay Registered Surveyor dated December 19, 1991 and being more fully described as:

Commence at the Southwest corner of the SE 1/4 of the SW 1/4, Section 20, Township 19 South, Range 2 West, thence run south 89 degrees 52 minutes 30 second east for a distance of 451.52 feet to a point on the northwest right of way of Valleydale Road; thence run north 55 degrees 12 minutes 21 second east along the northwest right of way of Valleydale road for a distance of 135.73 feet; thence run north 55 degrees 41 minutes 19 seconds east along the northwest right of way of Valleydale Road for a distance of 546.00 feet to the point of beginning; thence continue north 55 degrees 41 minutes 19 seconds east along the northwest right of way of Valleydale Road for a distance of 232.33 feet; thence run north 66 degrees 42 minutes 18 seconds east along the northwest right of way of Valleydale Road for a distance of 71.14 feet; thence run north 39 degrees 38 minutes 13 seconds west for a distance of 315.81 feet; thence run north 50 degrees 21 minutes 47 seconds east for a distance of 32.69 feet; thence run north 39 degrees 38 minutes 13 seconds west for a distance of 266.00 feet; thence run south 50 degrees 21 minutes 47 seconds west for a distance of 648.17 feet; thence run south 25 degrees 46 minutes 19 seconds west for a distance of 148.00 feet to a point on the northeast right of way of Southlake Parkway; thence turn an angle to the left to the tangent of a curve to the right, said curve having a central angle of 26 degrees 46 minutes 52 seconds and a radius of 585.00 feet; thence run along the arc of said curve in a southeasterly direction for a distance of 273.44 feet; thence run north 55 degrees 41 minutes 19 seconds east for a distance of 400.88 feet; thence run south 39 degrees 12 minutes 38 seconds east for a distance of 175.64 feet to the point of beginning.

Together with all easements and rights as contained in that certain Declaration of Restrictions and Grant of Easements dated February 29, 1988 and recorded in Real 173, page 355 and Indenture of Establishment of Protective covenants, conditions and restrictions, and grant of easements dated February 29, 1988 and recorded in Real 173, page 364 for the purpose described in these Easements over, under and across Lots 1 and 2, with respect to Real 173, page 355 and Lot 4, with respect to Real 173, page 364; and

Together with all Mortgagor's rights to that certain sanitary sewer treatment capacity allocated to Mortgagor by Riverchase Wastewater Treatment Plant by permit dated on or about February 29, 1988.

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JUDGE OF PROBATE
STATE OF ALABAMA, SHELBY CO.
TO CORRECTLY THIS
INSTRUMENT WAS FILED