

1. Return copy or recorded original to:

Alston & Bird
3575 Koger Boulevard
Suite 200
Duluth, Georgia 30136
Attention: Sherry D. Olson

Pre-paid Acct. # _____

2. Name and Address of Debtor

(Last Name First if a Person)

Treetop Enterprises, Inc.
5100 Linbar Drive
Nashville, Tennessee 37211

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)

NationsBank of Georgia, N.A., F/K/A
The Citizens and Southern National Bank
P.O. Box 4899
Atlanta, Georgia 30302

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

All items listed on Exhibit B attached hereto and made a part hereof which are located on the property described on Exhibit A attached hereto and made a part hereof.

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

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.

Treetop Enterprises, Inc.

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

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

The initial indebtedness secured by this financing statement is \$ 16.00

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 Secured Party(ies) or Assignee

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

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

030269

JUDGE OF PROBATE

92 JAN 14 PM 2:49

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

EXHIBIT "A"

All that tract or parcel of land lying and being in the South 99.03 feet of Lot 10, Block A, of Nickerson's Addition to Alabaster, as recorded in Map Book 3, Page 61, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Beginning at the Southwest corner of said Lot 10; thence, running North 3 degrees 56 minutes West along the West line of said lot for 99.03 feet; thence 91 degrees 41 minutes right (recorded 92 degrees 0 minutes) and running North 87 degrees 45 minutes East and parallel with the South line of said lot for 145.0 feet to a point on the East line of said Lot 10; thence 88 degrees 19 minutes right (recorded 88 degrees 0 minutes) and running South 3 degrees 56 minutes East along the East line of said Lot 10 for 99.03 feet to the Southeast corner of said Lot 10; thence 91 degrees 42 minutes right (recorded 92 degrees 0 minutes) and running South 87 degrees 45 minutes West along the South line of said Lot 10 for 145.0 feet to the point of beginning. Situated in the Town of Alabaster, Shelby County, Alabama.

Located at: I-65 & U.S. 31
Alabaster, AL 35007

EXHIBIT "A"

Part of the SE 1/4, Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the Southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 16 minutes 39 seconds right and run Northeasterly for 152.01 feet; thence 90 degrees left and run Northwesterly for 349.62 feet; thence 90 degrees left and run Southwesterly for 160.00 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way line for 253.07 feet; thence 14 degrees 02 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 degrees 00 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive; thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet; thence 22 degrees 07 minutes 10 seconds right and run Southeasterly along said right of way line for 23.50 feet to the point of beginning; thence continue Southeasterly along said right of way line for 163.81 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 178.84 feet; thence 56 degrees 56 minutes 47 seconds right and run Northwesterly for 95.24 feet; thence 100 degrees 30 minutes 00 seconds right and run Northeasterly for 205.16 feet to the point of beginning.

Also, all that tract or parcel lying and being in Shelby County, in the City of Pelham, Alabama, and being more particularly described as follows:
Beginning at the Northeasterly property corner at the right of way of Oak Mountain Park Circle of the Thriftlodge Motel site; thence run South 56 degrees 57 minutes 3 seconds West a distance of 22.0 feet to a point, the TRUE POINT OF BEGINNING; thence run South 33 degrees 2 minutes 57 seconds East, a distance of 75.60 feet to a point; thence run South 53 degrees 45 minutes 49 seconds East, a distance of 76.66 feet to a point; thence run South 78 degrees 31 minutes 1 second East, a distance of 60.70 feet to a point; thence run South 6 degrees 53 minutes 4 seconds East, a distance of 22.07 feet to a point; thence run North 78 degrees 31 minutes 1 second West, a distance of 68.67 feet to a point; thence run North 53 degrees 45 minutes 49 seconds West, a distance of 90.41 feet to a point; thence run North 33 degrees 2 minutes 57 seconds West, a distance of 79.62 feet to a point; thence run North 56 degrees 57 minutes 3 seconds East a distance of 22.0 feet to a point; the TERMINUS POINT of this description.

LESS AND EXCEPT that portion of caption lands conveyed to Forte Hotels International, Inc., by deed recorded in Real Record 283, Page 519, more particularly described as follows:
Part of SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly for 152.01 feet; thence 90 degrees 0 minutes left and run Southwesterly for 160.0 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way line for 253.07 feet; thence 14 degrees 2 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way for 62.56 feet to an angle point in said right of way; thence 45 degrees 0 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees 0 minutes left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive; thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet; thence 22 degrees 7 minutes 10 seconds right and run Southeasterly along said right of way line for 187.31 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 144.84 feet to the point of beginning; thence continue Northwesterly along the same line for 34.0 feet; thence 56 degrees 56 minutes 47 seconds right and run Northwesterly for 95.24 feet; thence 100 degrees 30 minutes 0 seconds right and run Northeasterly for 78.50 feet; thence 105 degrees 34 minutes 45 seconds right and run Southerly for 110.75 feet to the point of beginning; being situated in Shelby County, Alabama.

Located at: 1020 Oak Mountain Park Road
Helena, AL 35080

EXHIBIT B TO UCC-1 FINANCING STATEMENT (ALABAMA)

All rights, hereditaments and appurtenances in anywise appertaining or belonging to the Real Estate described on Exhibit "A" attached hereto (the "Real Estate"); and together with all buildings and improvements now or hereafter located on the Real Estate and all equipment, fixtures and articles of personal property now or hereafter attached to or used in and about the building or buildings, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator equipment, switchboards, stoves, ranges, vacuum cleaning systems, garbage disposals, refrigerators, dishwashers, hot water heaters, trash compactors, other appliances, paging systems, alarm systems, generators, sprinkler systems and other fire prevention and extinguishing apparatus and all other goods, materials, motors, machinery, pipes, equipment, inventory, fittings and fixtures now or hereafter affixed to or located on the Real Estate, and other improvements (such as building or buildings and other improvements being hereinafter called the "Project") now or hereafter erected, constructed or developed on the Real Estate which are necessary or useful for complete and comfortable use and occupancy of the Project for the purposes for which they were or are to be erected, constructed or developed, or which are or may be used in or related to the planning, development, financing or the operation thereof; all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Project in any manner; all building materials and equipment now or hereafter delivered to the Project and intended to be installed therein, including, but not limited to, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general, all building material and equipment of every kind and character used or useful in connection with said improvements; all plans and specifications for the Project; all contracts and subcontracts relating to the Project, all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the Project; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Project; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property or interest therein described herein; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Project; all proceeds arising from the taking of all or a part of the Real Estate or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; all good will and books and records relating to the business or businesses operated on the Real Estate; and all other interest of every kind and character which Debtor now has or at any time hereafter acquires in and to the above-described real and personal property and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, licenses, and all reversionary rights or interests of Debtor with respect to such property.

(Fixture Filing/County Records)

JUDGE OF PROBATE

22 JAN 14 PM 2:49

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED