

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

Important: Read Instructions on Back Before Filling out Form

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

1. Debtor(s) (Last Name First) and address(es)

Shades Ridge, Ltd., an
Alabama limited partnership
1031 South 21st Street
Birmingham, AL 35205

2. Secured Party (ies) and address(es)

First Commercial Bank
2000-B Southbridge Parkway
Birmingham, AL 35209

3. Filing Office (Date, Time, Name, and Filing Office)

Inst # 1993-13187
05/10/1993
10:31 AM
SHELBY COUNTY
JUDGE OF PROBATE
005 MCB
17.00

4. ☐ Debtor is a utility.

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

All property described on Schedule I attached hereto and made a part hereof, some of which property is now or may become affixed to the real estate described in Exhibit A attached to said Schedule I, of which real estate the Debtor is a record owner.

Tax Paid on Mtg 1993-13186

Complete only when filing with the Judge of Probate:

6. The initial indebtedness secured by this financing statement is \$ _____

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

7. ☐ 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)

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

No. of additional sheets presented _____

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

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- ☐ 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

Filed with: Judge of Probate, Shelby County, Alabama

SHADES RIDGE, LTD., an Alabama limited partnership

By: *[Signature]*

John B. Davis, Jr. or Steven L. Davis

(1) Filing Officer Copy — Alphabetical Kenneth B. Weygand

FIRST COMMERCIAL BANK

By: *[Signature]*

AS ITS: *[Signature]*

(Required only if filed without debtor's Signature—see Box 9)

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property, whether now owned by the Debtor or hereafter acquired, created or arising:

1. The following described land, real estate, buildings, improvements, fixtures, furniture, and other personal property (which together with any additional such property hereafter acquired by the Debtor and subject to the security interest created by the mortgage to which this financing statement pertains (the "Mortgage"), or intended to be so, as the same may be from time to time constituted, is hereinafter sometimes referred to as the "Mortgaged Property") to-wit:

(a) All the tracts or parcels of land particularly described in Exhibit A attached hereto and made a part hereof.

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Exhibit A, and all fixtures, machinery, equipment, furniture, furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(c) All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the real estate described herein, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located, including, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

2. All easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water

rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto whether now owed or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(b) All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.

3. All personal property of the Debtor located on the Mortgaged Property.

4. All of the right, title and interest of the Debtor in and to the following:

(a) The Construction Contract;

(b) Architectural contract between the Debtor and the Architect and any other contract with the Architect or the Engineer;

(c) The Plans;

(d) All other Construction Documents;

(e) Any changes, additions or extensions to, and any revisions or modifications of and any guarantees of performance of obligations to the Debtor under any of the foregoing; and

(f) Any proceeds of any of the foregoing.

As used in this paragraph 4, the following terms shall have the following meanings:

Architect shall mean the architects for the Project.

Building Contractor shall mean the general contractor for the construction of the improvements for the Project, which shall be the Debtor or another general contractor satisfactory to the Secured Party.

Construction Contracts shall mean the contracts between each of the Contractors and the Debtor providing for the site improvements and the construction of the improvements for the Project.

Construction Documents shall mean the Construction Contracts, the Debtor's contracts with the Architect and the Engineer with respect to the Project, the Plans and all other contracts and agreements related to the acquisition, design, construction and development of the Project.

Contractors shall mean the Building Contractor and the Site Contractor.

Engineer shall mean the consulting engineer for the Project, who shall be K. B. Weygand and Associates, an engineer or a firm of engineers satisfactory to the Secured Party.

Plans shall mean the final working plans and specifications prepared by the Architect for the Project dated April 27, 1992, and all amendments and modifications thereto, pertaining to The Highlands project.

Project shall mean The Highlands, to be located on the real estate described in Exhibit A, as more particularly described in the Plans.

Site Contractor shall mean the contractor for the site improvements for the Project, which shall be Valley Grading Contracting Company, or another site contractor satisfactory to the Secured Party.

EXHIBIT "A"

PARCEL I:

The Southwest Quarter of the Northeast Quarter of Section 17, Township 19 South, Range 2 West, situated in Shelby County, Alabama.

LESS AND EXCEPT the following:

(a) Less and except that part conveyed to Thomas E. York and Helen H. York as described in Real Book 11, Page 421.

(b) Less and except that part platted in Helen Crow Mills Addition to Sandpiper Trail Subdivision, as recorded in Map Book 11, Page 91, Probate Office Shelby County, Alabama.

(c) Less and except that part platted in Sandpiper Trail Subdivision Sector 1 as recorded in Map Book 12, Page 43, in the Probate Office of Shelby County, Alabama.

PARCEL II:

The northwest diagonal half of the Southeast Quarter of the Northeast Quarter of Section 17, Township 19 South, Range 2 West, situated in Shelby County, Alabama.

PARCEL III:

All that part of the Northwest Quarter of the Southeast Quarter of Section 17, Township 19 South, Range 2 West situated in Shelby County, Alabama, which lies north of the north lot lines of Lots 4, 5, 6, 7, 8, 9, 10, 11, and 12, of Southlake First Addition as recorded in Map Book 14, Page 31, Probate Office Shelby County, Alabama.

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05/10/1993-13187
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SHELBY COUNTY JUDGE OF PROBATE
005 MCD 17.00