

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) Forest Meadows, Ltd. 1031 South 21st Street Birmingham, AL 35205	2. Secured Party (ies) and address(es) First Commercial Bank P. O. Box 11746 Birmingham, AL 35202-1746	3. Filing Office (Date, Time, and Filing Office) 1994-32002 10/25/1994-32002 09:22 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 22.00 006 MCD
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4. ☐ Debtor is a utility.

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

The items and types of property described on the Schedule attached hereto which, together with the Exhibit or Exhibits thereto, are incorporated herein by reference.

Debtor is record owner of real estate
Cross reference in real estate mortgage records
ADDITIONAL SECURITY FOR MORTGAGE FILED SIMULTANEOUSLY HEREWITH.

Complete only when filing with the Judge of Probate: 6. The initial indebtedness secured by this financing statement is \$2,100,000 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$	7. <input type="checkbox"/> 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)
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8. Check X if covered: <input type="checkbox"/> Products of Collateral are also covered. 9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.	No. of additional sheets presented _____ <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed
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Filed with: **Judge of Probate, Shelby County**
FOREST MEADOWS, LTD.

FIRST COMMERCIAL BANK

(See attached sheet for signatures)

By:

AS ITS: **Nelson S. Bee**
(Required only if filed without debtor's signature—see Box 9)

Signature(s) of Debtor(s)

) Filing Officer Copy — Alphabetical

DEBTOR:

**FOREST MEADOWS, LTD., an
Alabama limited partnership**

By: 

John B. Davis, Jr.

As its General Partner

By: 

Steven L. Davis

As its General Partner

By: 

Kenneth B. Weygand

As its General Partner

**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:

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.

Plans shall mean the final working plans and specifications prepared by K. B. Weygand and Associates dated September 21, 1994, and all amendments and modifications thereto, pertaining to the property described on attached Exhibit A.

Project shall mean the residential subdivision containing sixty-six (66) lots to be developed 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 Grating Company, Inc., or another site contractor satisfactory to the Secured Party.

EXHIBIT "A"

The SE 1/4 of the SE 1/4 of Section 11, Township 19 South, Range 2 West, situated in Shelby County, Alabama.

Inst # 1994-32002

10/25/1994-32002
09:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 22.00