

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

Important: Read Instructions on Back Before Filling out Form.

☐ 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: James J. Odom, Jr. Post Office Box 11244 Birmingham, Alabama 35202-1244		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office Inst # 1995-33415 11/20/1995-33415 03:44 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 19.00 004 MCD
2. Name and Address of Debtor (Last Name First if a Person) Weatherly Lands, L.L.C. 1855 Data Drive, Suite 100 Hoover, AL 35244		Judge of Probate, Shelby County, Alabama
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 of Alabama P. O. Box 11007 Birmingham, Alabama 35288 Social Security/Tax ID # _____		
☐ Additional secured parties on attached UCC-E 4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) _____		

See Schedule I attached hereto and made a part hereof for the property covered by this financing statement, some of which may be or become fixtures on the real estate described on Exhibit A attached hereto and made a part hereof.

Filed as additional security for mortgage recorded of even date.

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.

WEATHERLY LANDS, L.L.C.
 By: Thomas J. Thornton
 Signature(s) of Debtor(s) Thomas J. Thornton, Managing Member
 By: Jack H. Harrison
 Signature(s) of Debtor(s) Jack H. Harrison, Managing Member

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)

AMSOUTH BANK OF ALABAMA

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

By: [Signature]
 Signature(s) of Secured Party(ies) or Assignee

AS: [Signature]

Type Name of Individual or Business

**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 owned 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 proceeds of any of the property described above.

EXHIBIT "A"

Part of the Southwest 1/4 of Section 31, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the most Southerly corner of Lot 116, Weatherly Brentwood Sector 15-Phase II, as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 20, Page 08, run in a Northeasterly direction along the Southeast line of Lot 116 and its Northeasterly extension thereof for a distance of 388.56 feet to an existing iron pin being on the curved Southwest right of way line of Weatherly Club Drive said Southwesterly right of way line of Weatherly Club Drive being concave in a Southwest direction and having a central angle of 26 degrees 55' 54" and radius of 1050.0 feet; thence turn an angle to the right (98 degrees 30' 30" to the chord of said curve) and run in a Southeasterly direction along the arc of said curve and Southwesterly right of way line for a distance of 493.55 feet to an existing iron rebar being at a point of intersection with the Northwest right of way line of Wembley Way; thence turn an angle to the right (112 degrees 27' 23" from last mentioned chord line) and run in a Southwesterly direction along the Northwest right of way line of said Wembley Way for a distance of 184.92 feet to an existing iron pin being the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angle of 36 degrees 39' 09" and a radius of 349.28 feet; thence turn an angle to the left and run in a Southwesterly direction along the Northwest right of way line Wembley Way for a distance of 223.44 feet to the point of ending of said curve; thence continue in a Southwesterly direction along the Northwest right of way line of said Wembley Way and along the line tangent to the end of said curve for a distance of 37.71 feet to an existing iron pin; thence turn an angle to the right of 90 degrees 00' 39" and run in a Northwesterly direction for a distance of 50.0 feet to an existing iron pin; thence turn an angle to the right of 19 degrees 55' 37" and run in a Northerly direction for a distance of 249.99 feet to an existing iron pin; thence turn an angle to the right of 17 degrees 48' 27" and run in a Northerly direction for a distance of 61.50 feet to an existing iron pin, said iron pin being a corner on Lot 115 of said Weatherly Brentwood Sector 15-Phase II, thence turn an angle to the right of 57 degrees 56' 33" and run in a Northeasterly direction along the Southeast line of said Lot 115 for a distance of 5.0 feet, more or less, to the point of beginning.

Inst # 1995-33415

11/20/1995-33415
03:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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