

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Register, Inc.
314 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

<input type="checkbox"/> 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 <div style="transform: rotate(-90deg); font-weight: bold; font-size: 1.2em;">Inst # 1996-07518</div> <div style="transform: rotate(-90deg); font-weight: bold; font-size: 1.2em;">03/06/1996-07518</div> <div style="transform: rotate(-90deg); font-weight: bold; font-size: 1.2em;">04:35 PM CERTIFIED</div> <div style="transform: rotate(-90deg); font-weight: bold; font-size: 1.2em;">SHELBY COUNTY JUDGE OF PROBATE</div>
2. Name and Address of Debtor (Last Name First if a Person) Pre-paid Acct. # _____ Young Men's Christian Association of Birmingham 321 North 21st Street Birmingham, Alabama 35203 ATTN: Mr. James Lombard		
Social Security/Tax ID # _____ 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)		
Social Security/Tax ID # _____ <input type="checkbox"/> Additional debtors on attached UCC-E		
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Shelby County Health Care Authority d/b/a Shelby Medical Center Post Office Box 488 Alabaster, Alabama 35007 ATTN: Charles C. Colvert Social Security/Tax ID # _____ <input type="checkbox"/> Additional secured parties on attached UCC-E		FILED WITH: Judge of Probate, Shelby County 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 types (or items) of property described in Schedule I attached hereto and made a part hereof. Some of the property described in Schedule I is now or may in the future become affixed to the Land described on Exhibit A attached hereto and made a part hereof. The Debtor is a record owner of _____

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.

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. <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)	

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

Young Men's Christian Association of Birmingham

Signature(s) of Debtor(s)

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

Signature(s) of Debtor(s)

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

By: James G. Rainey Its: President
Type Name of Individual or Business

Type Name of Individual or Business

**SCHEDULE I
TO
FINANCING STATEMENT**

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

(a) **Land.** The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of the YMCA, at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Rights Under Installment Sales Agreement.** (1) That certain Installment Sales Agreement dated as of February 1, 1996, between The Public Park and Recreation Board of the City of Pelham, as seller (the "Board", whether one or more), and the YMCA, as purchaser (the "Installment Sales Agreement"), and the YMCA's rights and interest under the Installment Sales Agreement in and to the Land; (2) all other rights, titles and interests under the Installment Sales Agreement in and to the Land, or any part thereof, including any reversions and remainders in and to the YMCA's interest in the Land; and (3) all right, title and interest of the YMCA in and to (A) all modifications, extensions, renewals, supplements and restatements of the Installment Sales Agreement; (B) all credits and deposits made thereunder; (C) all options and rights to purchase or of first refusal with respect to the Land, or any part thereof, including the options and rights contained in the Installment Sales Agreement; and (D) all other titles, estates, options, privileges, interests and rights that the YMCA may now have or hereafter acquire in and to the Land and the Installment Sales Agreement, including the right of the YMCA to possession under Section 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") in the event of the rejection of the Installment Sales Agreement by the Board or its trustee pursuant to said section, the right to exercise options or give consents with respect to the Installment Sales Agreement, or to modify, extend or terminate the Installment Sales Agreement, the right to surrender the Installment Sales Agreement, reject the Installment Sales Agreement or elect to treat the Installment Sales Agreement as rejected or remain in possession under Section 365 of the Bankruptcy Code, and the right to receive all deposits and other amounts payable to YMCA under the Installment Sales Agreement.

(c) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements

thereof, now owned or hereafter acquired by the YMCA (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(d) **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the YMCA and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located (all of the foregoing hereinafter collectively called the "Personal Property").

(e) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the YMCA under the federal Bankruptcy Code.

(f) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property or any other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the YMCA in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(g) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the YMCA or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property, or any other such property.

(h) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the YMCA thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(i) **Accounts.** All accounts, membership dues, initiation fees, vending machine receipts, snack bar receipts, or other funds received by the YMCA in connection with the YMCA's operations on the Real Property.

(j) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(k) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, YMCA means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The YMCA is a record owner of a [] estate in the Land, and the record owner of the Land is the Board.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

EXHIBIT A

A tract of land lying in the SE 1/4 of the SE 1/4 and the NE 1/4 of the SE 1/4, all in Section 1, Township 20 South, Range 3 West, more particularly described as follows: Commence at the SW corner of the SE 1/4 of the SE 1/4 of Section 1, Township 20 South, Range 3 West, and run Northerly along the West line of said 1/4-1/4 Section 442.22 feet to an old iron found in place and the point of beginning; thence continue along last described course 398.78 feet to an old iron found in place; thence right 27 degrees 23 minutes 19 seconds and run 770.94 feet to an old iron found in place; thence right 95 degrees 51 minutes 59 seconds and run 603.36 feet to an old iron found in place on the Westerly right of way of U.S. Highway No. 31; thence right 84 degrees 21 minutes 50 seconds and run along said right of way 225.0 feet; thence right 90 degrees and run 300.00 feet; thence left 90 degrees and run 781.22 feet; thence right 62 degrees 24 minutes 02 seconds and run 126.92 feet to the point of beginning.
Situating in Shelby County, Alabama.

EXHIBIT A

A tract of land lying in the SE 1/4 of the SE 1/4 and the NE 1/4 of the SE 1/4, all in Section 1, Township 20 South, Range 3 West, more particularly described as follows: Commence at the SW corner of the SE 1/4 of the SE 1/4 of Section 1, Township 20 South, Range 3 West, and run Northerly along the West line of said 1/4-1/4 Section 442.22 feet to an old iron found in place and the point of beginning; thence continue along last described course 398.78 feet to an old iron found in place; thence right 27 degrees 23 minutes 19 seconds and run 770.94 feet to an old iron found in place; thence right 95 degrees 51 minutes 59 seconds and run 603.36 feet to an old iron found in place on the Westerly right of way of U.S. Highway No. 31; thence right 84 degrees 21 minutes 50 seconds and run along said right of way 225.0 feet; thence right 90 degrees and run 300.00 feet; thence left 90 degrees and run 781.22 feet; thence right 62 degrees 24 minutes 02 seconds and run 126.92 feet to the point of beginning.

Situated in Shelby County, Alabama.

Inst # 1996-07518

03/06/1996-07518
04:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 NCD .00