

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registered, 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.
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1. Return copy or recorded original to:

Claude McCain Moncus
Corley, Moncus & Ward, P.C.
2100 Southbridge Parkway, Ste. 650
Birmingham, Alabama 35209

Pre-paid Acct. # _____

2. Name and Address of Debtor (Last Name First if a Person)

BWA Development Corporation
c/o Hunter Williams
200 Union Hill Drive
Birmingham, Alabama 35209

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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

First Commercial Bank
Post Office Box 11746
Birmingham, Alabama 35202-1746
ATTN: Mr. Todd Beard

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule "A" attached hereto, located on the real property described in Exhibit "A" attached hereto.

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

1	0	0			
3	0	0			
3	0	2			
5	0	0			

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. ☐ 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)

SEE ATTACHED SIGNATURE PAGE

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

First Commercial Bank

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

By: *Todd Beard* Todd Beard

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

Its Vice-President

Type Name of Individual or Business

" EXHIBIT A "

PARCEL I:

That portion of the SE 1/4 of the SW 1/4 of Section 23, Township 20 South, Range 4 West, Shelby County, Alabama, lying Northwest of the right-of-way of Shelby County Highway #93 and being more particularly described as follows: Begin at the NW corner of said 1/4-1/4 section and run southerly along the west line thereof 93.43 feet to a point on the northwesterly right-of-way of Shelby County Highway #93; thence 138 degrees 05 minutes 54 seconds left and run northeasterly along said right-of-way line 126.47 feet to a point on the north line of said 1/4-1/4 section; thence 132 degrees 22 minutes 53 seconds left and run westerly along the north line of said 1/4-1/4 section 84.47 feet to the point of beginning.

PARCEL II:

The SW 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 4 West and that portion of the SE 1/4 of the SW 1/4 of Section 23, Township 20 South, Range 4 West, being more particularly described as follows: Commence at the NW corner of the SE 1/4 of the SW 1/4 of Section 23, Township 20 South, Range 4 West and run East along the North boundary of said 1/4-1/4 section line 192.77 feet to a point on the Southeasterly right-of-way line of Shelby County Highway #93 and the point of beginning; thence continue along the last described course a distance of 1147.98 feet to the NE corner of said 1/4-1/4 section; thence turn right 90 degrees 43 minutes 35 seconds and run Southerly along the East boundary of said 1/4-1/4 section line 1328.18 feet, more or less, to the Southeast corner of said 1/4-1/4 section; thence turn right 89 degrees 17 minutes 29 seconds and run Westerly along the South boundary of said 1/4-1/4 section line 1335.04 feet to the Southwest corner of said 1/4-1/4 section; thence turn right 90 degrees 27 minutes 43 seconds and run Northerly along the West boundary of said 1/4-1/4 section line 1111.78 feet to a point on the Southeasterly right-of-way line of Shelby County Highway #93; thence turn right 41 degrees 54 minutes 06 seconds and run Northeasterly along said right-of-way line 288.63 feet to the point of beginning.

EXHIBIT "A"
(continued)

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL ~~AND EXCEPT~~ BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Commence at the northwest corner of the SE 1/4 of the SW 1/4 of Section 23, Township 20 South, Range 4 West, and run in an easterly direction along the north line of said 1/4-1/4 section for 143.80 feet to a point; thence 86 degrees 32 minutes 28 seconds right and run in a southerly direction for 174.08 feet to a point; thence 36 degrees 52 minutes 20 seconds to the right in a southwesterly direction for 103.40 feet to a point; thence 60 degrees 22 minutes 20 seconds left in a southeasterly direction for 78.43 feet to the point of beginning of the parcel herein described; thence 10 degrees 57 minutes right in a southeasterly direction for 130.89 feet to a point; thence 11 degrees 22 minutes left in a southeasterly direction for 174.04 feet to a point; thence 49 degrees 42 minutes 30 seconds left in a southeasterly direction for 331.79 feet to a point; thence 60 degrees 23 minutes 40 seconds left in a northeasterly direction for 239.32 feet to a point; thence 2 degrees 28 minutes 39 seconds right in a northeasterly direction for 132.65 feet to a point; thence 3 degrees 20 minutes 15 seconds left in a northeasterly direction for 148.59 feet to a point; thence 108 degrees 58 minutes 51 seconds left in a northwesterly direction for 206.11 feet to a point; thence 94 degrees 16 minutes 39 seconds right in a northeasterly direction for 135.80 feet to a point; thence 128 degrees 40 minutes 50 seconds left in a northwesterly direction for 82.35 feet to a point; thence 51 degrees 19 minutes 10 seconds left in a southwesterly direction for 82.81 feet to a point; thence 77 degrees 35 minutes 59 seconds right in a northwesterly direction for 269.82 feet to a point; thence 42 degrees 09 minutes 02 seconds left in a southwesterly direction a distance of 311.34 feet to the point of beginning of the parcel herein described.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA, THENCE RUN SOUTH ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION FOR A DISTANCE OF 552.03 FEET TO A POINT; THENCE TURN 77°33'38" LEFT AND RUN SOUTHEASTERLY FOR A DISTANCE OF 390.02 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 202.21 FEET; THENCE TURN 155°14'05" RIGHT AND RUN SOUTHWESTERLY FOR A DISTANCE OF 135.09 FEET TO A POINT; THENCE TURN 67°03'32" RIGHT, TO THE TANGENT OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 410.65 FEET AND RUN ALONG THE ARC OF SAID CURVE OF A DISTANCE OF 97.85 FEET TO THE POINT OF BEGINNING. CONTAINING 0.13 ACRES.

EXHIBIT "A"
(continued)

PLUS PARCEL III

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION FOR A DISTANCE OF 552.03 FEET TO A POINT; THENCE TURN 77°33'38" LEFT AND RUN SOUTHEASTERLY FOR A DISTANCE OF 260.44 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 129.58 FEET TO A POINT; THENCE TURN 151°21'32" LEFT, TO THE TANGENT OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 410.65 FEET AND RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 70.09 FEET TO THE POINT OF TANGENT; THENCE RUN NORTHWESTERLY ALONG SAID TANGENT FOR 22.32 FEET TO THE POINT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 312.39 FEET AND RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 257.98 FEET TO THE POINT OF TANGENT; THENCE RUN NORTHWESTERLY ALONG SAID TANGENT FOR 59.25 FEET; THENCE TURN 111°41'09" LEFT AND RUN SOUTHWESTERLY FOR A DISTANCE OF 16.49 FEET; THENCE TURN 73°26'01" LEFT AND RUN SOUTHEASTERLY FOR A DISTANCE OF 130.89 FEET; THENCE TURN 11°21'00" LEFT AND RUN SOUTHEASTERLY FOR A DISTANCE OF 174.04 FEET TO THE POINT OF BEGINNING. CONTAINING 0.19 ACRES.

**BWA Development Corp.,
an Alabama Corporation**

By:  (SEAL)
Hunter Williams
Its Executive Vice-President

SCHEDULE "A"

(a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on Exhibit A, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and 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, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land described on Exhibit A or not and whether in storage or otherwise wheresoever the same may be located;

(b) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, 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 Borrower, 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 Borrower of, in and to the same, including but not limited to:

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

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may

apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(c) The Borrower's books and records relating to the Mortgaged Property or construction of the improvements thereon or any part thereof, all contracts now or hereafter made by Borrower relating to the Mortgaged Property or the construction of the improvements thereon or any part thereof, and all bonds and other guarantees of performance in favor of Borrower or with respect to any such contracts, all sales contracts for the purchase of lots in the proposed subdivision, and the proceeds therefrom, including Borrower's right to the earnest money deposits made pursuant to the sales contracts provided by the Borrower in favor of others;

(d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), or (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c), or (d), above.

Inst # 1996-09064

03/20/1996-09064
04:19 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 22.00