

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

☐ 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:
Douglas T. Arendall
Maynard, Cooper & Gale, P.C.
1901 6th Avenue North, Suite 2400
Birmingham, AL 35203-2602

Pre-paid Acct. # _____

2. Name and Address of Debtor (Last Name First if a Person)
Weatherby Manor, L.L.C.
c/o Rime Companies
Attn: Mr. Larry Nickles
100 Village Street
Hoover, Alabama 35242
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)
AmSouth Bank of Alabama
Commercial Real Estate Loan Dept.
9th Floor, AmSouth/Sonat Tower
Birmingham, Alabama 35203
Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

All types (or items) of property described on Schedules I and II attached hereto and made a part hereof.

Some of the property described in Schedules I and II 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 said Land.

* This financing statement is filed as additional security for the indebtedness secured by a certain Second Priority Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

FILED WITH: Judge of Probate of Shelby County, Alabama

1996-14881

Inst #

05/07/1996-14881
PM CERTIFIED
12:53
SHELBY COUNTY JUDGE OF PROBATE
22.00
HCD 008

4. ASSIGNEE OF SECURED PARTY (If any) (Last Name First if a Person)

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

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) \$ N/A

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)

Signatures 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)

Weatherby Manor, L.L.C.
Type Name of Individual or Business

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


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

Type Name of Individual or Business

**SIGNATURE PAGE
FOR
UCC FINANCING STATEMENT
BETWEEN
WEATHERBY MANOR, L.L.C., AS DEBTOR
AND
AMSOUTH BANK OF ALABAMA, AS SECURED PARTY**

DEBTOR'S SIGNATURE:

**WEATHERBY MANOR, L.L.C.,
an Alabama limited liability company
By: Rime III, L.L.C.
an Alabama limited liability company
Its: Member**

By: 
Name: Harold W. Ripps
Its: Member

**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 Borrower either 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) **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 Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **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 Borrower 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; including: (i) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (ii) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom fixtures, fire hoses and brackets and boxes for same, fire sprinklers,

alarm systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (hereinafter collectively called the "Personal Property").

(d) **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 Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the 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 Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **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 Borrower 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.

(g) **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 Borrower 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 leasing, construction, renovation, maintenance, engineering, architectural, 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.

(h) **Construction Documents.** The Construction Contracts, the Architect Contracts, the Plans and the other Construction Documents.

(i) **Loan Funds, etc.** (1) All loan funds held by the Lender, whether or not disbursed, (2) all funds from time to time on deposit in the construction account, (3) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Project, and (4) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.

(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 and all rights of the Borrower to modify or terminate, or waive or release performance or observance of any obligations or condition of any such document.

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

As used in this Schedule I, the following terms are defined as follows:

(a) **Architect Contracts** means all contracts between the Architects and the Borrower providing for the design of the Project, the preparation of the Plans, the supervision of the construction of the Project and the provision of any other architectural services or products related to the Project.

(b) **Architects** means the architects for the Project, or any portion thereof, each of which must be an architect or architectural firm satisfactory to the Lender.

(c) **Borrower** means the debtor(s) described in this financing statement.

(d) **Construction Contracts** means the contracts between the Contractors and the Borrower providing for the construction of the Project, or any portion thereof.

(e) **Construction Documents** means (1) all plans and specifications for the Project, or any portion thereof (including the Plans); (2) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (3) all contracts to which the Borrower is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (4) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; (5) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Borrower is not a party; (6) all payment and performance bonds relating to any of the Project; (7) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (8) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder.

(f) **Contractors** means any person who enters into contracts with the Borrower to construct, install, equip or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Lender.

(g) **Engineers** means any engineers for the Project, or any portion thereof, each of which must be an engineer or engineering firm satisfactory to the Lender.

(h) **Lender** means the secured party described in this financing statement.

(i) **Plans** means the final working plans and specifications for constructing and developing the Project prepared by Architects and Engineers approved by the Lender or other persons acceptable to the Lender, and all amendments and modifications thereto.

(j) **Project** means a certain project consisting of Improvements to be financed in whole or in part with the proceeds of the Loans and to be constructed in accordance with the Plans on the Land, together with all related utilities, roads and other off-site Improvements, if any, which project consists of a 248-unit residential apartment complex and related facilities and amenities, including a clubhouse, swimming pool, tennis court and 64 mini-storage units.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Borrower is a record owner of the Land.

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

**EXHIBIT A TO
FINANCING STATEMENT**

(Real Estate Description)

A tract of land situated in the south half of the southwest quarter of Section 25 and the northwest quarter of the northeast quarter of Section 36, Township 20 south, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the northwest corner of the southwest quarter of the southeast quarter of Section 25, Township 20 South, Range 3 West, Shelby County Alabama, and run in an easterly direction along the north line of said quarter-quarter section a distance of 1,222.60 feet to the point of beginning thence continue in an easterly direction along the north line of said quarter-quarter section and the north line of the southeast quarter of the southeast quarter a distance of 389.61 feet to a point on the westerly right of way line of Interstate Highway I-65; thence turn an interior angle of $93^{\circ}35'03''$ and run to the right in a southerly direction along the westerly right of way line of I-65 a distance of 532.46 feet to a point; thence turn an interior angle of $210^{\circ}58'46''$ and run to the left in a southeasterly direction along the westerly right of way line of I-65 a distance of 174.91 feet to a point; thence turn an interior angle of $149^{\circ}06'36''$ and run to the right in a southerly direction along the westerly right of way line of I-65 a distance of 173.37 feet to a point; thence turn an interior angle of $128^{\circ}02'08''$ and leaving the I-65 right of way run in a southwesterly direction a distance of 239.40 feet to the PC of a curve; thence continue in a southwesterly direction along the arc of a curve to the left having a central angle of $8^{\circ}03'07''$ and a radius of 1942.02 feet a distance of 272.92 feet to a point; thence turn an interior angle of $126^{\circ}10'14''$ (angle measured from tangent) and run to the right in a westerly direction a distance of 262.25 feet to a point; thence turn an interior angle of $270^{\circ}00'00''$ and run to the left in a southerly direction a distance of 382.52 feet to a point on the north right of way of Shelby County Highway No. 68; thence turn an interior angle of $90^{\circ}00'00''$ and run to the right in a westerly direction along the northerly right of way line of Shelby County Highway No. 68 a distance of 48.11 feet to the PC of a curve; thence continue in a westerly direction along the northerly right of way line of Shelby County Highway No. 68 and along the arc of a curve to the right having a central angle of $1^{\circ}44'55''$ and a radius of 881.99 feet a distance of 26.92 feet to a point on the curve; thence turn an interior angle of $91^{\circ}41'13''$ (angle measured from tangent) and run to the right in a northerly direction a distance of 383.27 feet to a point on a curve thence turn an interior angle of $267^{\circ}03'09''$ (angle measured to tangent) and run to the left in a westerly direction along the arc of a curve to the right having a central angle of $17^{\circ}44'49''$ and a radius of 499.48 feet a distance of 154.71 feet to the PT of said curve; thence continue in a northwesterly direction along the projection of the tangent to the least described curve a distance of 365.17 feet to a point; thence turn an angle of $116^{\circ}37'27''$ and run to the right in a northerly direction a distance of 314.84 feet to a point; thence turn an interior angle of $88^{\circ}11'56''$ and run to the right in an easterly direction a distance of 364.66 feet to a point; thence turn an interior angle of $246^{\circ}03'03''$ and run to the left in a northeasterly direction a distance of 730.55 feet to the point of beginning.

TOGETHER WITH that certain benefitting easement granted for sanitary sewer and storm drainage as recorded in Instrument No. 1995-27588, in the Probate Office of Shelby County, Alabama.

**SCHEDULE II
TO
FINANCING STATEMENT**

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

- (a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibit A attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Borrower is the lessor or sublessor, including the existing leases, if any, described on Exhibit B attached hereto and made a part hereof (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Borrower of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";
- (b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
- (c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Borrower may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Borrower for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Borrower may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and
- (d) any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

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

EXHIBIT B

(Existing Leases)

NONE.

Inst # 1996-14881

05/07/1996-14881
12:53 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCD 22.00