

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: **2**

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Joey D. Duke
Spain & Gillon
2117 Second Avenue North
Birmingham, AL 35203

Pre-paid Acct. # _____

2. Name and Address of Debtor

(Last Name First if a Person)

Pelham Hotel, L.L.C.
1103 21st Street
Birmingham, AL 35205

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)

Compass Bank
15 S. 20th Street
Birmingham, AL 35233

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

See Exhibit "A"

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

Inst # 1996-15126

05/08/1996-15126
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SHELBY COUNTY JUDGE OF PROBATE
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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 By This Filing:

3 0 0
5 0 0
200

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 \$ **Additional**
security for mortgage in Inst. No. 1996-15126
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)

Pelham Hotel, L.L.C.
BY: **Welco, L.L.C., Member**

Signature(s) of Debtor(s)

By: **William B. Welden, Sr., Member**

Signature(s) of Debtor(s)

Type Name of Individual or Business

Compass Bank

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

By: **Rebecca [Signature]**
Its: **Vice President**

Type Name of Individual or Business

EXHIBIT "A"

- (a) The following described real property (hereafter the "Land")

Commence at the Northwest corner of the Southeast 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and run in an Easterly direction along the North line of said section a distance of 329.55 feet to a point, said point lying on the Southwesterly boundary line of Cahaba Valley Park North, as recorded in Map Book 13, Page 140a and 140b, in the Office of the Judge of Probate of Shelby County, Alabama; thence turn a deflection angle of 60 degrees 17 minutes 38 seconds to the right and run in a Southeasterly direction along said boundary line of Cahaba Valley Park North a distance of 841.51 feet to a point, being the POINT OF BEGINNING of the herein described parcel; thence continue along last described course in a Southeasterly direction a distance of 168.58 feet to a point; said point being an iron pin found at the Northeast corner of the real property described in Instrument No. 1994-08119 recorded in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an interior angle of 91 degrees 53 minutes 48 seconds and run to the right in a Southwesterly direction on a line that is 250 feet, Northwest of the Northwesterly right of way of Alabama Highway #119 a distance of 517.09 feet to a point; thence turn an interior angle of 88 degrees 06 minutes 12 seconds and run to the right in a Northwesterly direction a distance of 168.58 feet to a point; thence turn an interior angle of 91 degrees 53 minutes 48 seconds and run to the right in a Northeasterly direction a distance of 517.09 feet to the POINT OF BEGINNING.

Together with all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture, furnishings, telephone systems and personal property of every nature whatsoever now or hereafter owned by Pelham Hotel, L.L.C. 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, telephone systems and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

(c) All contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without

limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contractions, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements; and all estates, leases, subleases, licenses, rights, titles, interests, 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 Pelham Hotel, L.L.C., 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 Pelham Hotel, L.L.C., in and to the same, including but not limited to all rents, royalties, profits, issues, leases, security deposits and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created;

(d) Products and proceeds of the foregoing.

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