

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

Important: Read Instructions on Back Before Filing out Form.

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented: **3**

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 E. Vann, Esquire
Johnston & Conwell, L.L.C.
100 Shades Creek Parkway
Suite 325
Birmingham, AL 35209

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Trinity Church of the Nazarene
120 Laurel Woods Drive
Helena, AL 35080

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)

Highland Bank
211 Highland Avenue South
P.O. Box 55338
Birmingham, AL 35205

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 equipment, fixtures, contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtors, all additions, replacements, and proceeds thereof and all other property set forth in SCHEDULE A attached hereto located on the real property described on EXHIBIT A attached hereto.

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

ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER:

1997 / 21848
- 21847

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.

TRINITY CHURCH OF THE NAZARENE

BY: *Ray Stults* President

BY: *Charles E. Vann, Jr.* SECRETARY

TRINITY CHURCH OF THE NAZARENE

Type Name of Individual or Business

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)

HIGHLAND BANK

BY: *Ray Stults* Asst Vice President

ITS: *Asst Vice President*

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

HIGHLAND BANK

Type Name of Individual or Business

SCHEDULE A

All tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings 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 hereinabove described real estate, whether such materials, equipment, fixtures, and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

EXHIBIT A

PARCEL I:

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northeast corner of said 1/4-1/4; thence run south along the east line of said 1/4-1/4 a distance of 45.34 feet to a point on the northwest line of the Colonial Pipeline easement, said point being the point of beginning; thence continue south along said east line a distance of 664.36 feet to a point on the North right of way of Shelby County Highway #58; thence turn right 97 degrees 42 minutes 12 seconds and run westerly along said right of way a distance of 248.38 feet; thence turn right 82 degrees 17 minutes 48 seconds and run North, leaving said right of way a distance of 389.72 feet to a point on the northwest line of said Colonial Pipeline easement; thence turn right 46 degrees 39 minutes 03 seconds and run Northeasterly along said easement 338.48 feet to the point of beginning.

PARCEL II:

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said 1/4-1/4 section; thence run in a Southerly direction along the East line of said 1/4-1/4 section and also along the East side of Laurel Woods Subdivision, as recorded in Map Book 16, Page 24 in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 45.30 feet to an iron pin found at the Southeast corner of Lot 37 in said Laurel Woods Subdivision; thence turn an angle to the right of 46 degrees 33 minutes 59 seconds and run in a southwesterly direction along the southeast line of Lots 37, 38, 39, 40 and 59 in said Laurel Woods Subdivision for a distance of 338.53 feet to an iron pin found; thence turn an angle to the left of 46 degrees 39 minutes 08 seconds and run in a southerly direction for a distance of 60.99 feet to a point on the northwest right of way of a 40 foot Colonial Pipeline easement recorded in Deed Book 267, Page 834 in the Office of the Judge of Probate, Shelby County, Alabama, said point being the point of beginning; thence continue along last stated course for a distance of 337.44 feet to a point at the intersection of Shelby County Highway Number 58 and Laurel Woods Drive, said intersection point being on a curve to the right having a central angle of 82 degrees 17 minutes 31 seconds and a radius of 16.85 feet; thence turn an angle to the left of 172 degrees 12 minutes 22 seconds to the radius of said curve and run in a northwesterly direction along the arc of said curve and also along the northeast right of way of Laurel Woods Drive for a distance of 24.20 feet to a point; thence run tangent to last stated curve along the northeast right of way of said Laurel Woods Drive in a northwesterly direction for a distance of 61.01 feet to a point on a curve to the left having a central angle of 19 degrees 59 minutes 12 seconds and a radius of 453.86 feet; thence run in a northwesterly direction along the arc of said curve and also the northeast right of way of said Laurel Woods Drive for a distance of 158.32 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds from

the tangent of last stated curve and run in a southwesterly direction along the northeast right of way of said Laurel Woods Drive for a distance of 20.00 feet to a point on a curve to the left having a central angle of 5 degrees 27 minutes 57 seconds and a radius of 433.86 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds to the tangent of said curve and run in a northwesterly direction along the arc of said curve and also along the northeast right of way of said Laurel Woods Drive for a distance of 41.39 feet to a point on the northwest right of way of a 40 foot Colonial Pipeline easement as recorded in Deed Book 267, Page 834 in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an angle to the right of 68 degrees 49 minutes 55 seconds from the chord of last stated curve and run in a Northeasterly direction along the northwest right of way of said Colonial Pipeline easement for a distance of 105.72 feet to the point of beginning.

Inst # 1997-21848

07/11/1997-21848
10:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.00