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

Important: Read Instructions on Back Before Filling out Form.

<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: Steven A. Brickman, Esq. Sirote & Permutt, P.C. 2222 Arlington Avenue S. Birmingham, AL 35205 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="transform: rotate(-90deg); transform-origin: center;"> Inst # 1997-40267 12/11/1997-40267 08:25 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 NCD 18.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) McWhorter Properties - Hoover, L.L.C. 1117 Glenwood Terrace Anniston, AL 36207 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. SECURED PARTY (Last Name First if a Person) Colonial Bank P.O. Box 370 Anniston, AL 36202 Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
<input type="checkbox"/> Additional secured parties on attached UCC-E		
5. The Financing Statement Covers the Following Types (or items) of Property: See Exhibits A and B consisting of <u>3</u> pages attached hereto and made a part hereof.		
This financing statement is filed with the Judge of Probate of Shelby County, Alabama, to further perfect the security interest in fixtures created by that certain Construction Mortgage with Assignment of Rents, Security Agreement & Fixture Filing dated <u>12-11</u> , 1997 and filed in said office at Mortgage Book _____, Page _____ as Instrument No. <u>1997-40265</u> Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered on <u>12-11</u> , 1997.		
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> 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)
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div>		
Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)		

By: <u>McWhorter Properties - Hoover, L.L.C.</u> Signature(s) of Debtor(s) <u>By: [Signature]</u> Signature(s) of Debtor(s) Title: <u>Manager</u> 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
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EXHIBIT "A"

Parcel I:

A tract of land in Sections 20 and 29, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Begin at the NE corner of NW 1/4 of the NW 1/4 of said Section 29 and run Southerly along the East line of said 1/4 1/4 Section a distance of 201.41 feet; thence turn 40 deg. 05 min. 32 sec. left and run southeasterly 128.89 feet to a point on the northwest right of way line of Valleydale Road; thence turn 96 deg. 26 min. 38 sec. right and run southwesterly along said right of way line 430.12 feet; thence turn 35 deg. 56 min. 44 sec. right and run westerly 478.15 feet; thence turn 71 deg. 49 min. 38 sec. right and run northwesterly 295.80 feet; thence turn 15 deg. 53 min. 15 sec. right and run Northerly 251.18 feet; thence turn 16 deg. 31 min. 05 sec. right and run Northeasterly 333.60 feet; thence turn 73 deg. 31 min. 48 sec. right and run Easterly 738.03 feet; thence turn 89 deg. 56 min. 03 sec. right and run 337.80 feet to the point of beginning.

Parcel II:

Description of 20 foot wide Construction Easement:

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 29, Township 19 South, Range 2 West, Shelby County, Alabama; thence run South along the West line of said 1/4 1/4 Section for 170.15 feet to the point of beginning; thence continue along the last described course 31.05 feet; thence turn 40 deg. 05 min. 32 sec. left and run Southeasterly 128.89 feet; thence turn 83 deg. 33 min. 22 sec. left and run Northeasterly 20.13 feet; thence turn 96 deg. 26 min. 38 sec. left and run 154.91 feet to the point of beginning; being situated in Shelby County, Alabama.

EXHIBIT B

COLLATERAL COVERED BY FINANCING STATEMENT NAMING MCWHORTER PROPERTIES-HOOVER, L.L.C., AS DEBTOR AND COLONIAL BANK, AS SECURED PARTY.

All of the following, whether now owned or hereafter acquired by Debtor: (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the land (the "**Land**") described in Exhibit "A", attached hereto and made a part hereof (the "**Improvements**"); (b) all equipment, fixtures, furnishings, inventory, and articles of personal property (the "**Personal Property**") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements; (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements; (e) all plans and specifications for the Improvements; (f) all Debtor's rights (but not its obligations) under any contracts relating to the Land, the Improvements or the Personal Property; (g) all deposits (including tenants' security deposits), bank accounts, funds, instruments, notes or chattel paper arising from or by virtue of any transactions relating to the Land, the Improvements or the Personal Property; (h) all Debtor's rights (but not its obligations) under any documents, contract rights, accounts, commitments, construction contracts, architectural agreements, and general intangibles (including, without limitation, trademarks, trade names and symbols) arising from or by virtue of any transactions related to the Land, the Improvements or Personal Property; (i) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements and the Personal Property; (j) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements or the Personal Property or any interest therein; (k) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property; (l) all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law; (m) all rights, title and interest of Debtor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; (n) all of the leases, rents,

royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder; (o) all consumer goods located in, on or about the Land or the Improvements or used in connection with the use or operation thereof; (p) all rights, hereditaments and appurtenances pertaining to the foregoing; and (q) other interests of every kind and character that Debtor now has or at any time hereafter acquires in and to the Land, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor's rights under and with respect to all agreements regarding parking, common area maintenance, connections with adjacent properties and cross-easements with respect to adjoining properties. If the estate of Debtor in any of the above-described property is a leasehold estate (the "Leasehold Estate"), this financing statement shall cover all additional title, estate, interest, and other rights that may hereafter be acquired by Debtor in the property demised under the lease creating the Leasehold Estate.

Inst # 1997-40267

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12/11/1997-40267
08:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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