

# 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: <b>3</b>		This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	
1. Return copy or recorded original to:  <b>Najjar Denaburg, P.C.</b> <b>ATTN: KARREN UNDERWOOD</b> <b>2125 Morris Avenue</b> <b>Birmingham, AL 35203</b>				THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office  <div style="transform: rotate(-90deg); transform-origin: center;">             Inst # 1998-21741              06/11/1998-21741              11:38 AM CERTIFIED              SHELBY COUNTY JUDGE OF PROBATE              18.00              004 SNA           </div>	
2. Name and Address of Debtor (Last Name First if a Person)  <b>Joseph Development &amp; Construction, Inc.</b> <b>1236 Blue Ridge Boulevard</b> <b>Hoover, Alabama 35226</b>					
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)  <b>Bank of Alabama</b> <b>2340 Woodcrest Place</b> <b>Birmingham, AL 35209</b>					
Social Security/Tax ID # _____					
<input type="checkbox"/> Additional secured parties on attached UCC-E					
4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)      					
5. The Financing Statement Covers the Following Types (or items) of Property:  <b>The property described on Schedule "I" attached hereto and incorporated herein by this reference.</b>					
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 style="width: 40%;">           _____            _____            _____            _____            _____            _____            _____            _____         </div> <div style="width: 40%;">           _____            _____            _____            _____            _____            _____            _____            _____         </div> </div>					
Check X if covered: <input type="checkbox"/> 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) <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 \$ _____ <b>Given as additional security for mortgage</b> <b>recorded simultaneously herewith.</b> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ <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)					
Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)					
Signature(s) of Secured Party(ies) or Assignee  <b>XXXXXX Bank of Alabama</b>					
Type Name of Individual or Business					

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Joseph Development & Construction, Inc.

Secured Party/Mortgagee: Bank of Alabama

+++++

The following (hereinafter "Mortgaged Property"):

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, 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 or not and whether in storage or otherwise wheresoever the same may be located;
- c) 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, 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 Mortgagor 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 of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's 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;
- d) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, 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 Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

e) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

f) Together with 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 Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, 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 Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

g) Together with any award, dividend, or other payment made hereafter to the Mortgagor 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. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

h) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

i) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

EXHIBIT "A"

Part of the North 1/2 of the Southwest 1/4 of Section 2, Township 21 South, Range 3 West:

Begin at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 2, Township 21 South, Range 3 West, thence run in an easterly direction along the North line of said 1/4-1/4 section a distance of 136.87 feet to a point on a traverse line said point being 30 feet more or less, west of the centerline of Buck Creek (Centerline of Buck Creek being the property line) thence turn an angle of 54°27'16" to the right and run in a southeasterly direction along a traverse line for a distance of 217.65 feet to a point being 30 feet more or less, west of the centerline of said Buck Creek; thence turn an angle of 23°53'23" to the left and run in a southeasterly direction along a traverse line for a distance of 166.14 feet to a point on the southerly line of the property herein described, said point being 25 feet more or less west of the centerline of said Buck Creek; thence turn an angle of 126°50'45" to the right from said traverse line and run in a westerly direction for a distance of 1140.00 feet to the easterly right of way line of 10th Street Southwest; thence turn an angle of 111°36'35" to the right and run in a northerly direction along said easterly right of way line a distance of 599.94 feet; thence turn an angle of 91°01'15" to the right and run in an easterly direction a distance of 441.86 feet; thence turn an angle of 89°41'22" to the left and run in a northerly direction for a distance of 99.94 feet to the north line of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 21 South, Range 3 West; thence turn an angle of 89°38'55" to the right and run in an Easterly direction for a distance of 213.89 feet to the point of beginning.

There is reserved a non-exclusive easement for ingress and egress and utilities described as follows:

Said easement being 50 feet wide, 25 feet on each side of the following described centerline: Commence at the Northeast Corner of the NW 1/4 of the SW 1/4 of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, thence run West along said North 1/4-1/4 line 189.05 feet to the center of ninth street southwest and the point of beginning of said centerline; thence turn left 89°41' and run South 100.0 feet to the end of said easement centerline.

Inst # 1998-21741

06/11/1998-21741  
11:38 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 SNA 18.00