

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

40843

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

<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: BIRMINGHAM TITLE SERVICES CORPORATION 300 Office Park Drive, Suite 310 Birmingham, Alabama 35223 Attn: J. Edward Covington (205) 870-8779 Pre-paid Acct. # _____		<div style="transform: rotate(-90deg); transform-origin: center;">Inst # 1998-34835</div> <div style="transform: rotate(-90deg); transform-origin: center;">09/04/1998-34835</div> <div style="transform: rotate(-90deg); transform-origin: center;">04:01 PM CERTIFIED</div> <div style="transform: rotate(-90deg); transform-origin: center;">SHELBY COUNTY JUDGE OF PROBATE</div> <div style="transform: rotate(-90deg); transform-origin: center;">20.00</div> <div style="transform: rotate(-90deg); transform-origin: center;">006 MCD</div>
2. Name and Address of Debtor (Last Name First if a Person) BWK, INC. 2513 Rocky Ridge Road Birmingham, Alabama 35243 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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) FINANCIAL FEDERAL SAVINGS BANK 1755 North Kirby Parkway, Suite 150 Memphis, Tennessee 38120 Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) CITICORP REAL ESTATE, INC. 599 Lexington Avenue, 44th Floor New York, New York 10043
<input type="checkbox"/> Additional secured parties on attached UCC-E		FILED WITH: Probate Office in Shelby County, Alabama

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

SEE SCHEDULE I AND EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

FIXTURE FILING

This UCC is given as additional security to Mortgage recorded in RPB 1998, PAGE 34883.

Record Owner: **BWK, INC.**

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

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) <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 checked="" 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)	

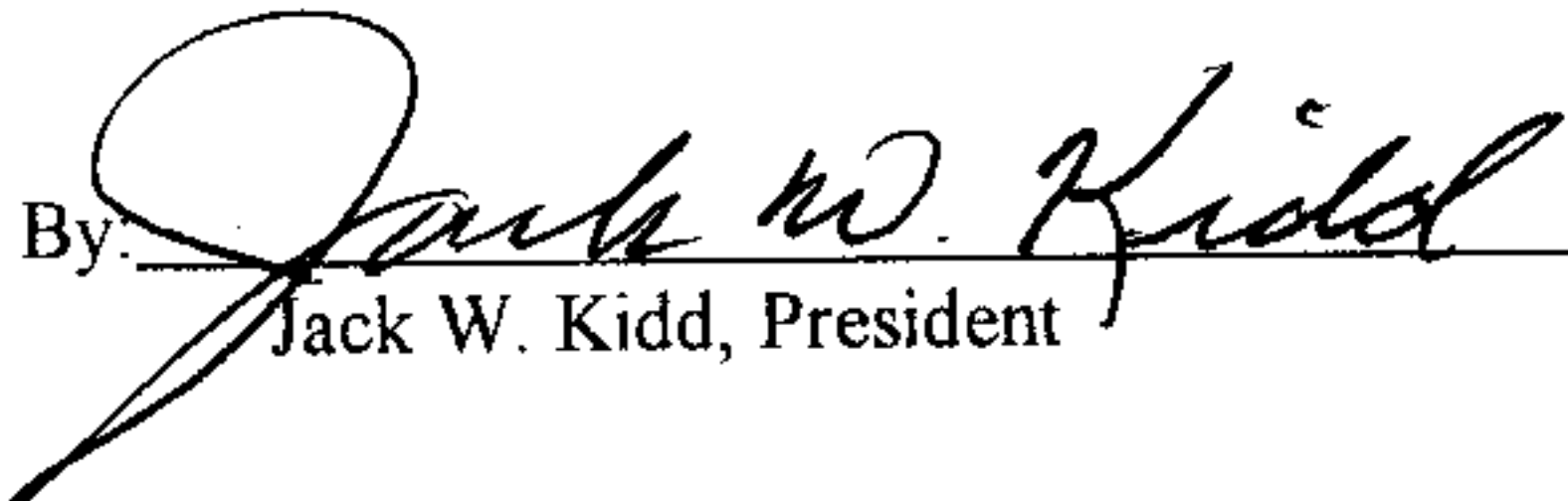
SEE SIGNATURE PAGE ATTACHED HERETO AND MADE A PART HEREOF.

Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies) or Assignee
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies) or Assignee
Type Name of Individual or Business	Type Name of Individual or Business

SIGNATURE PAGE FOR UCC-1

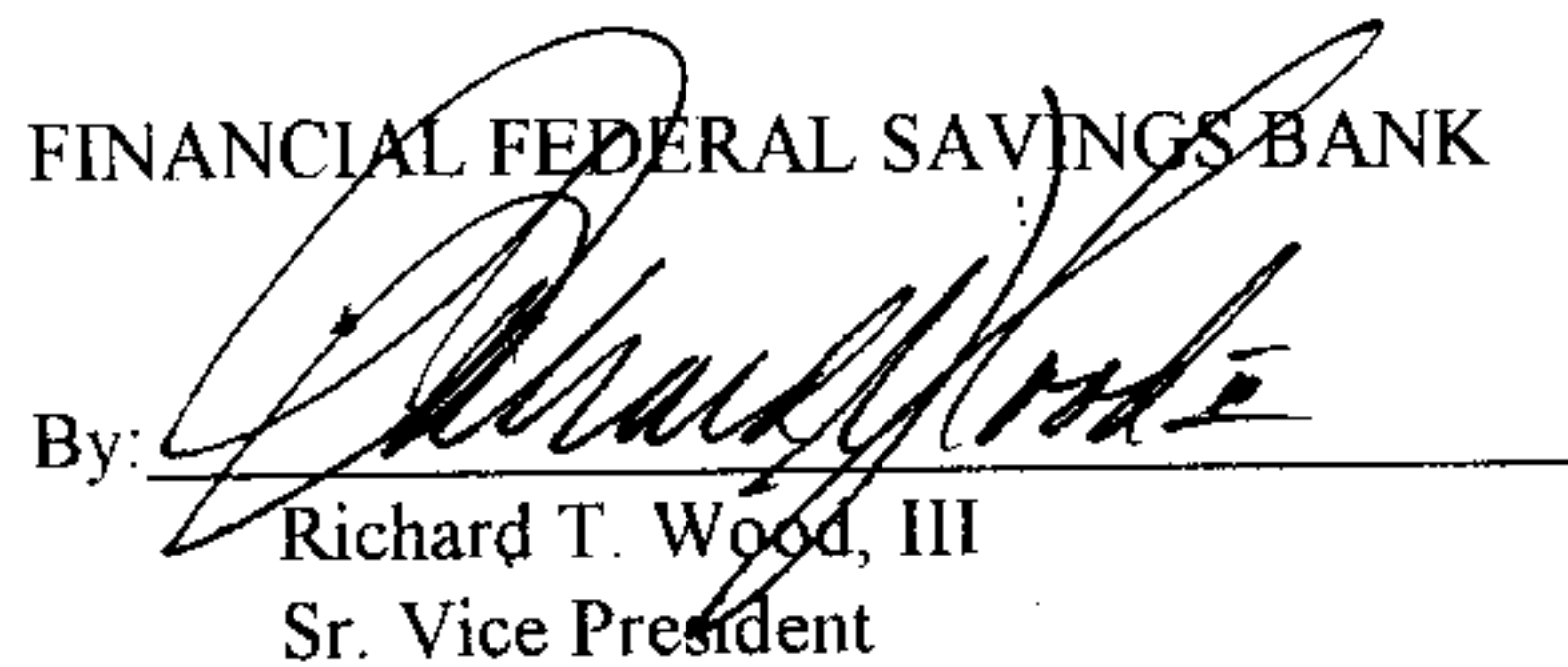
DEBTOR:

BWK, INC.,
An Alabama Corporation

By: 
Jack W. Kidd, President

SECURED PARTY:

FINANCIAL FEDERAL SAVINGS BANK

By: 
Richard T. Wood, III
Sr. Vice President

AFTER RECORDING RETURN TO:

Neil Harkavy, Esq.
Harkavy Shainberg Kosten
Kaplan & Dunstan, PC
6060 Poplar Avenue, Suite 140
Memphis, Tennessee 38119

SCHEDULE 1

Attached to and being a part of UCC-1 Financing Statement from BWK, INC., Debtor, to Financial Federal Savings Bank, Secured Party.

1. All of Debtor's right, title and interest in and to the property described on Exhibit "A" attached hereto, together with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances goods and inventory of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers and dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, and tax refunds, trade names, licenses, permits, insurance proceeds, unearned insurance premiums, choses in action, food, beverages, linens, furniture, fixtures and items held for sale; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property; and all of the foregoing, together with said property (or any leasehold estate of Debtor in said property) are herein referred to as the "Property";

2. All of Debtor's right, title and interest in, to and under any and all leases now or hereinafter in existence (as amended or supplemented from time to time) and covering space in or applicable to the Property (hereinafter referred to collectively as the "Leases" and singularly as a "Lease"), together with all rents, earnings, income, profits, benefits and advantages arising from the Property and from said Leases and all other sums due or to become due under and pursuant thereto, and together with any and all guarantees of or under any of said Leases, and together with all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, condemnation awards, insurance proceeds, moneys and security payable or receivable under the Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Property and any other property subject to the Lease as therein provided and to perform all other necessary or appropriate acts with respect to such Leases as agent and attorney-in-fact for Debtor, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which the Debtor is or may become entitled to do under any such Lease together with all accounts receivable, contract rights, franchises, interests, estates or other claims, both at law and in equity, relating to the Property, to the extent not included in rent earnings and income under any of the Leases;

3. All of Debtor's right, title and interest in, to and under any and all reserve, deposit or escrow accounts (the "Accounts") made pursuant to any loan document made between Debtor and Secured Party

with respect to the Property, together with all income, profits, benefits and advantages arising therefrom, and together with all rights, powers, privileges, options and other benefits of Debtor under the Accounts, and together with the right to do any and all other things whatsoever which the Debtor is or may become entitled to do under the Accounts;

4. All agreements, contracts, certificates, guaranties, warranties, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, pertaining to the use, occupancy, construction, management or operation of the Property and any part thereof and any improvements or respecting any business or activity conducted on the Property and any part thereof and all right, title and interest of Debtor therein, including the right to receive and collect any sums payable to Debtor thereunder and all deposits or other security or advance payments made by Debtor with respect to any of the services related to the Property or the operation thereof;

5. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

6. All accounts receivable, credit card receivables, room deposits, security deposits, advances and other accounts now or hereafter accruing, arising, existing, or owed to or held by Borrower from, relating to, or deriving from the operation of the Property; including, but not limited to, revenues derived from (i) the occupancy of guest rooms, (ii) the occupancy of meeting rooms, (iii) food and beverage facilities, (iv) vending machines, (v) telephone and television systems, (vi) guest laundry, (vii) the provision or sale of other goods and services, and all revenues, royalties, issues and profits therefrom and derived from the Property and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels, 8th Edition, International Association of Hospitality Accounts (1986), as amended from time to time (collectively, the "Rents"); and

7. Any and all proceeds resulting or arising from the foregoing (collectively, the "Collateral").

Exhibit A

[real property legal description]

EXHIBIT "A"

DESCRIPTION:

A parcel of land situated in the Southeast one-quarter of the Southeast one-quarter of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Southeast one-quarter of the Southeast one-quarter; thence run South 89 degrees 55 minutes 13 seconds East along the North boundary of said quarter-quarter for a distance of 761.20 feet, which is the POINT OF BEGINNING; Thence run along same said quarter-quarter line South 89 degrees 55 minutes 13 seconds East for a distance of 135.60 feet to a point on said quarter-quarter line; thence run South 01 degrees 23 minutes 46 seconds East for a distance of 74.25 feet to a point; thence run South 01 degrees 23 minutes 46 seconds East for a distance of 217.06 feet to a point; thence run South 89 degrees 53 minutes 54 seconds East for a distance of 418.51 feet to a point; thence run South 00 degrees 45 minutes 26 seconds East for a distance of 121.04 feet to a point; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 417.14 feet to a point; thence run North 01 degrees 23 minutes 46 seconds West for a distance of 41.53 feet to a point; thence run South 89 degrees 28 minutes 29 seconds West for a distance of 128.85 feet to a point on a curve to the left; said curve having a radius of 154.38 feet, a delta angle of 20 degrees 45 minutes 28 seconds, a chord length of 55.62 feet, and a chord bearing of North 10 degrees 54 minutes 14 seconds West; thence run along arc of said curve for a distance of 55.93 feet to a point; thence run North 21 degrees 16 minutes 57 seconds West for a distance of 59.29 feet to a point on a curve to the right; said curve having a radius of 25.00 feet, delta angle of 70 degrees 31 minutes 44 seconds, chord length of 28.87 feet, and a chord bearing of North 13 degrees 58 minutes 55 seconds East; thence run along arc of said curve 30.77 feet to a point on a curve to the left; said curve having a radius of 50.00 feet, delta angle of 71 degrees 36 minutes 02 seconds, chord length of 58.50 feet, and a chord bearing of North 13 degrees 26 minutes 46 seconds East; thence run along arc of said curve 62.48 feet to a point; thence run North 01 degrees 23 minutes 46 seconds West for a distance of 100.39 feet to a point; thence run North 01 degrees 23 minutes 46 seconds West for a distance of 77.74 feet to a point on the North boundary of said Southeast quarter of the Southeast quarter which is the POINT OF BEGINNING. Said parcel contains 102,341 square feet or 2.4 acres more or less.

Inst # 1998-34835

09/04/1998-34835
04:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 NCD 20.00