

04689

Important: Read Instructions on Back Before Filling out Form.

119775

REORDER FROM
14 PIERCE ST.
P.O. BOX 218
ANGKA, MN. 55303
612-421-1718

Inst # 1988-43185
11/23/1988-43185
08:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
104 CSM 18-28

FILED WITH:

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:

All of the items of personal property described in Exhibit B hereto attached, owned or hereafter acquired by Debtor and located or to be located in, on or about or in any way pertaining to the use and/or operation of the improvements now existing or to be constructed on the real property described in Exhibit A attached hereto and made a part hereof.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:
102

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

102

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.

☐ as to which the filing has lapsed.

McWhorter Properties--Hoover, LLC

Signature(s) of Debtor(s)
By: Carlson C. McWhorter
Signature(s) of Debtor(s)

Signature(s) of Debtor(s) Earlon C. McWhorter, Manager
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 \$ 150,000 to City of San Francisco California for a second additional secured mortgage loan.
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 22.50

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)

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

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

Type Name of Individual or Business

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

Exhibit A
D-751811

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 the 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 degrees 05 minutes 32 seconds left and run Southeasterly 128.89 feet to a point on the Northwest right of way line of Valleydale Road; thence turn 96 degrees 26 minutes 38 seconds right and run Southwesterly along said right of way line 430.12 feet; thence turn 35 degrees 56 minutes 44 seconds right and run Westerly 478.15 feet; thence turn 71 degrees 49 minutes 38 seconds right and run Northwesterly 295.80 feet; thence turn 15 degrees 53 minutes 15 seconds right and run Northerly 251.18 feet; thence turn 16 degrees 31 minutes 05 seconds right and run Northeasterly 333.60 feet; thence turn 73 degrees 31 minutes 48 seconds right and run Easterly 738.03 feet; thence turn 89 degrees 56 minutes 03 seconds right and run 337.80 feet to the point of beginning; being situated in Shelby County, Alabama.

For informational purposes only:

The Ad Valorem Tax ID No.(s): 58-10-4-20-0-001-009-002 and 58-10-9-29-0-001-048

DH:mjm:s:751811:exha
10/15/98

EXHIBIT B
Loan No. D-751811

COLLATERAL COVERED BY FINANCING STATEMENT
BETWEEN MCWHORTER PROPERTIES-HOOVER, L.L.C., AS DEBTOR AND
PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, 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, including, without limitation, any sale or transfer of interest or grant or release of easements or other rights pursuant to the terms of the Lowe's Home Centers, Inc. Lease (as defined in the Mortgage and Security Agreement dated 10/26, 1998, executed by Debtor encumbering property herein described); (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.

DH/ak/s:751811/exhb

Inst # 1998-43185

11/03/1998-43185
08:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CRH 18.00