

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 7-9-106(a).		No. of Additional Sheets Presented:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
Return copy or recorded original to: Maury L. Shevin, Esq. Sirote & Permutt, P.C. 2222 Arlington Avenue South Birmingham, AL 35205		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Pre-paid Acct. # _____ Name and Address of Debtor (Last Name First if a Person) Morning Sun Villas, L.L.C. c/o Jack Fiorella, Member 950 Stonegate Drive, Suite 250 Birmingham, AL 35243		Inst # 1998-51185 12/23/1998-51185 08 04 17 00 003 COM	
Social Security/Tax ID # _____ Name and Address of Debtor (if ANY) (Last Name First if a Person)			
Social Security/Tax ID # _____			
Additional debtors on attached UOC-E		Judge of Probate of Shelby County	
SECURED PARTY (Last Name First if a Person) Compass Bank 15 South 20th Street Birmingham, AL 35233 Attn: Manager, Birmingham Real Estate Department Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (if ANY) (Last Name First if a Person)	
Additional secured parties on attached UOC-E			

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 Debtor, all additions, replacements, and proceeds thereof and all other property set forth in Schedule A attached hereto and located on the real property described on Exhibit A attached hereto.

5A. Enter Codes From Back of Form That Best Describes The Collateral Covered By This Filing.

6. *filed in connection with mortgage recorded in Instrument No. 1998-51183.*

Check ☒ if covered. ☐ Products of Collateral are also covered.

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.

7. Complete only when filing with the Judge of Probate.  
The initial indebtedness secured by this financing statement is \$ 9,600,000.00

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 9)

Signature(s) of Secured Party(ies)  
(Required only if filed without debtor's signature — see Box 6)

Signature(s) of Debtor(s)  
By: Jack Fiorella  
Type Name of Individual or Business MEMBER

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

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

Type Name of Individual or Business

FILING OFFICER COPY — ALPHABETICAL  
FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT  
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

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

## **SCHEDULE A**

All contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtor, all additions, replacements, and proceeds thereof and all property 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 alarm systems, office 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 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, 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 located in, on, or used or intended to be used in connection with or with the operation 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 Debtors 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 herein conveyed and mortgaged shall include, but 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.

EXHIBIT "A"

A parcel of land situated in the East half of the Northeast quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at a capped iron pipe found at the Northeast corner of said Section and run thence in a Southerly direction along the East line thereof for a distance of 436.03 feet to a point located in a curve to the right in the Northwesterly right of way line of Meadow Ridge Road, said curve being concave to the Northwest, having a radius of 1598.48 feet, a central angle of 4°10'47" and a chord which forms an interior or counterclockwise angle of 120°10'53" with the preceding course; thence turn an angle to the right and run in a Southwesterly direction with said proposed right of way line and along the arc of said curve for a distance of 116.61 feet to the end of said curve; thence continue to run with said proposed right of way line in a Southwesterly direction along a line tangent to said curve for a distance of 337.88 feet to the beginning of a curve to the left, said curve being concave to the Southeast, having a radius of 827.77 feet and subtending a central angle of 33°45'00"; thence continue to run with said proposed right of way line in a Southwesterly direction along the arc of said curve for a distance of 487.60 feet to a point of reverse curvature located at the beginning of a curve to the right; said curve being concave to the Northwest, having a radius of 966.13 feet, and subtending a central angle of 10°15'00"; thence continue to run with said proposed right of way line in a Southwesterly direction along the arc of said curve for a distance of 307.73 feet to the end of said curve; thence turn an angle to the right of 67°07'30", as measured from the chord of said curve and, leaving said proposed right of way line, run in a Northwesterly direction for a distance of 101.95 feet; thence turn an angle to the left of 90°00' and run in a Southwesterly direction for a distance of 10.00 feet; thence turn an angle to the right of 90°00' and run in a Northwesterly direction for a distance of 20.00 feet; thence turn an angle to the right of 90°00' and run in a Northeasterly direction for a distance of 10.00 feet; thence turn an angle to the left of 90°00' and run in a Northwesterly direction for a distance of 294.00 feet to a point located in the West line of the Northeast quarter of the Northeast quarter of the aforesaid Section 1; thence turn an angle to the right of 75°38'01" and run in a Northerly direction along said West line of said quarter-quarter section for a distance of 973.33 feet; thence turn an angle to the right of 65°23'12" and run in a Northeasterly direction for a distance of 362.69 feet; thence turn an angle to the left of 65°23'12" and run in a Northerly direction for a distance of 50.00 feet; thence turn an angle to the right of 92°17'02" and run in an Easterly direction along the North line of said quarter - quarter section for a distance of 997.59 feet to the point of beginning.

PARCEL II:

Together with the right accruing to the subject property of the following:

1. Storm sewer and drainage easement between Daniel U.S. Properties, Ltd., and Daniel Properties XV dated 8-1-86, recorded in Real Record 86, page 349, in the Probate Office of Shelby County, Alabama.
2. Sewer line easement and connection agreement between Daniel U.S. Properties, Ltd., and Daniel Properties XV dated 9-23-85, recorded in Real Record 43, page 611, in the Probate Office of Shelby County, Alabama, as modified by that certain First Modification to Sewer Line Easement and connection agreement dated 8-14-86, recorded in Real Record 86, page 355, aforesaid records, as further modified by that certain quitclaim deed with reservation of rights dated 1-31-94, recorded in Instrument 1994-03407, aforesaid records.
3. Quitclaim deed with reservation of rights dated 1-31-94, recorded in Instrument 1994-03407, in the Probate Office of Shelby County, Alabama.

Inst # 1998-51185

12/23/1998-51185  
08:47 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CRH 17.00