

**Important: Read Instructions on Back Before Filling out Form.**

Inst # 1999-01570  
01/12/1999-01570  
12:23 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
00% CASH 20.00

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

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

7. Complete only when filing with the Judge of Probate: 1,416,180.00  
 The initial indebtedness secured by this financing statement is \$ 1,416,180.00  
 Given as additional security for mortgage  
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 0.00  
 recorded simultaneously herewith.  
 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) or Assignee

Signature(s) of Secured Party(ies) or Assignee  
New South Federal Savings Bank

Type Name of Individual or Business

**SCHEDULE "I"**

**TO**

**FINANCING STATEMENT (UCC-1)**

**Debtor/Mortgagor: Coales Branch, L.L.C.**

**Secured Party/Mortgagee: New South Federal Savings Bank**

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**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

Description of Mortgaged Property

Parcel 1

Part of the S 1/2 of the SE 1/4 of Section 13 and part of the NW 1/4 of the NE 1/4 of Section 24, both in Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

From the most Northerly corner of Lot 47, Hidden Creek as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 23, Page 97, run in a Southeasterly direction along the common line between Lots 46 and 47 in said Hidden Creek for a distance of 129.0 feet to the most Easterly corner of said Lot 47; thence turn an angle to the right of 101 degrees 33 minutes 47 seconds and run in a Southwesterly direction for a distance of 18.22 feet; thence turn an angle to the left of 157 degrees 13 minutes 39 seconds and run in a Northeasterly direction for a distance of 157.0 feet, more or less, to a point in the centerline of an existing creek being the point of beginning; thence continue in a Northeasterly direction along last mentioned course for a distance of 86.23 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 123 degrees 51 minutes 17 seconds and run in a Southerly direction for a distance of 85.74 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 29 degrees 44 minutes 15 seconds and run in a Southeasterly direction for a distance of 139.62 feet to an existing iron rebar set by Laurence D. Weygand and being on the centerline of an existing 50 foot wide Plantation Pipeline easement; thence turn an angle to the left of 62 degrees 48 minutes 23 seconds and run in an Easterly direction along the centerline of said 50 foot Plantation Pipeline easement for a distance of 99.89 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 0 degrees 46 minutes 41 seconds and run in an Easterly direction along the centerline of said 50 foot Plantation Pipeline easement for a distance of 535.46 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 0 degrees 44 minutes 59 seconds and run in an Easterly direction along the centerline of said 50 foot Plantation Pipeline easement for a distance of 133.83 feet to an existing iron rebar set by Laurence D. Weygand and being on the West right of way line of I-65 Highway, said West right of way line of I-65 Highway being on a curve and said curve being concave in an Easterly direction and having a central angle of 6 degrees 16 minutes 16 seconds and a radius of 5874.46 feet; thence turn an angle to the right (98 degrees 46 minutes 18 seconds to the chord) and run in a Southerly direction along the West right of way line of said I-65 Highway for a distance of 642.97 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (86 degrees 33 minutes 48 seconds from the chord of last mentioned curve) and run in a Westerly direction for a distance of 108.30 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right 8 degrees 19 minutes 07 seconds and run in a Westerly direction for a distance of 50.53 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 8 degrees 19 minutes 07 seconds and run in a Westerly direction for a distance of 195.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 3 degrees 17 minutes 03 seconds and run in a Westerly direction for a distance of 50.08 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 3 degrees 17 minutes 03 seconds and run in a Westerly direction for a distance of 97.50 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 90 degrees and run in a Southerly

direction for a distance of 7.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90 degrees and run in a Westerly direction for a distance of 147.50 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90 degrees and run in a Northerly direction for a distance of 10.33 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 90 degrees and run in a Westerly direction for a distance of 101.42 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 89 degrees 11 minutes 13 seconds and run in a Southerly direction for a distance of 8.44 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90 degrees 29 minutes 18 seconds and run in a Westerly direction for a distance of 151.68 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of n90 degrees and run in Southerly direction for a distance of 12.74 feet to the right of 90 degrees and run in a Westerly direction for a distance of 129.0 feet, more or less, to a point in the centerline of Coales Branch Creek; thence turn an angle to the right and run in a Northerly direction along the centerline of the meanderings of Coales Branch Creek for a distance of 856 feet, more or less, to the point of beginning.

## EXHIBIT A

### Description of Mortgaged Property

Parcel 2

Part of the SE 1/4 of the SW 1/4 and part of the SW 1/4 of the SW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the locally accepted Southwest corner of the SW 1/4 of the SE 1/4 of said Section 13, Township 20 South, Range 3 West run in an easterly direction along the South line of said SW 1/4 of the SE 1/4 for a distance of 70.89 feet, more or less, to a point in the center of Coales Branch being the point of beginning; thence turn an angle to the right of 180° 00' and run in a westerly direction along the south line of said SW 1/4 of SE 1/4 and SW 1/4 of SW 1/4 for a distance of 598.60 feet, more or less, to an existing iron pin being on the east right of way line of Shelby County Highway No. 33; thence turn an angle to the right of 106° 29' 19" and run in a northeasterly direction along the east right of way line of said Shelby County Highway No. 33 for a distance of 100.0 feet to an existing iron rebar set by Laurence D. Weygand and being the point of beginning of a curve; said curve being concave in a southeasterly direction and having a central angle of 17° 11' 24" and a radius of 1789.44 feet; thence turn an angle to the right and run in a northeasterly direction along the east right of way line of said Shelby County Highway No. 33 for a distance of 536.87 feet to an existing iron rebar set by Laurence D. Weygand and being on a point of compound curve, said curve being concave in a southeasterly direction and having a central angle of 2° 04' 49" and a radius of 3010.30 feet; thence run in a northeasterly direction along the arc of said curve and along the east right of way line of Shelby County Highway No. 33 for a distance of 109.30 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 56° 38' 56" from the chord of last mentioned curve and run in an easterly direction along the northerly line of a plantation pipeline right of way for a distance of 157.42 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 3° 50' 48" and run in an easterly direction along the northerly line of said plantation pipeline right of way for a distance of 242.17 feet, more or less, to the point of intersection with the centerline of Coales Branch; thence turn an angle to the right and run in a southerly direction along the centerline meanderings of said Coales Branch for a distance of 752.75 feet, more or less, to the point of beginning.

LESS AND EXCEPT:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 51, 52, 53, 54, 55, 56, 57, 58, 59, and 60, Hidden Creek, Phase 2.

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