

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

Important: Read Instructions on Back Before Filling out Form.

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

70272

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: 2	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original acknowledgement to: James E. Vann, Esquire Johnston & Conwell, L.L.C. 800 Shades Creek Parkway Suite 325 Birmingham, AL 35209 Pre-paid Acct. # _____		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 1999-07037 02/19/1999-07037 10:57 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 CRH 17.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) BMW Investments, Inc. P.O. Box 1269 Pelham, AL 35124 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) BancorpSouth Bank 2211 Highland Avenue South Birmingham, AL 35205 Social Security/Tax ID # _____		4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) FILED WITH: Judge of Probate- Shelby County
<input type="checkbox"/> Additional secured parties on attached UCC-E		
5. 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 Debtors, all additions, replacements, and proceeds thereof and all other property set forth in SCHEDULE A attached hereto located on the real property described on EXHIBIT A attached hereto.		
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)		
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>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div>		
ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER: <u>1999 1 07035</u>		
Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered.		
BY: <u>[Signature]</u> BMW INVESTMENTS, INC. Signature(s) of Debtor(s) ITS: <u>[Signature]</u> Signature(s) of Debtor(s) BMW INVESTMENTS, INC. Type Name of Individual or Business	BY: <u>[Signature]</u> BANCORPSOUTH BANK Signature(s) of Secured Party(ies) or Assignee ITS: <u>[Signature]</u> Signature(s) of Secured Party(ies) or Assignee BANCORPSOUTH BANK Type Name of Individual or Business	

SCHEDULE A

All tangible personal property now or hereafter 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 alarms systems, 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 beds, 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 described in Exhibit A, 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 now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use 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 Debtor 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 included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, 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.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

EXHIBIT "A"

PARCEL I:

Lot 25, Block 2, according to the Plat of Spacegate, a resubdivision of Spacegate Commercial Park, as recorded in Map Book 24, page 68, in the Probate Office of Madison County, Alabama.

PARCEL II:

Lot 4, Block F, according to the Map of Todd Farm Plat 12-C as recorded in Map Book 40, page 131, in the Probate Office of Montgomery County, Alabama.

PARCEL III:

Part of Block 1, Cahaba Valley Park North as recorded in Map Book 13, page 140 in the Probate Office of Shelby County, Alabama, situated in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the center line-point of tangent station 31+40.12 of Cahaba Valley Parkway; thence run North along the center line of said Cahaba Valley Parkway for 54.71 feet to a point; thence 90° left and run Westerly for 30.00 feet to a point on the West right of way line of said Cahaba Valley Parkway, said point also being the point of beginning; thence continue Westerly along the last stated course for 220.00 feet; thence 90° right and run Northerly for 275.17 feet to a point on the South right of way line of Cahaba Valley Parkway West; thence 90° right and run Easterly along the South line of said street for 170.00 feet to the beginning of a curve to the right; said curve subtending a central angle of 90° and having a radius of 50.00 feet; thence run Southeasterly along the arc of said curve for 78.54 feet to the end of said curve, said point being on the West right of way line of Cahaba Valley Parkway; thence at tangent to said curve run Southerly along said right of way line for 225.17 feet to the point of beginning. Situated in Shelby County, Alabama.

PARCEL IV-TRACT A:

Part of the Northeast quarter of the Southwest quarter of Section 4, Township 18, Range 3 West, more particularly described as follows:

Commence where the West line of said Northeast Quarter of the Southwest Quarter of said Section 4 intersects the North line of the new right of way of the Valley Creek Drainage Canal, thence North east along the North line of Valley Creek Drainage Canal 759.92 feet for the point of beginning; thence continue Northeast along said line of said Canal to the North line of said Northeast quarter of Southwest quarter of Section 4, Township 18, Range 3 West, thence West along the North line of said Northeast Quarter of Southwest Quarter to the South line of what was formerly to AB&C right of way, which is now the right of way of the Atlantic Coast Line Railroad, thence West along the South line of the Atlantic Coast Line Railroad right of way to its intersection with the East line extended of the property formerly sold to S. C. Hane, thence turn left 90° and run in a straight line to the point of beginning. Situated in Jefferson County, Alabama.

PARCEL IV-TRACT B:

Lot 2-A, according to the Resurvey, as recorded in Map Book 141, page 23, in the Probate Office of Jefferson County, Alabama, of Lots 1 and 2, Glidewell's Addition to West End.

Inst # 1999-07037

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SHELBY COUNTY JUDGE OF PROBATE
003 CRH 17.00