

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



The Debtor is a transmitting utility as defined in  
ALA CODE 7-9-105(n).

No. of Additional Sheets Presented:

3

This Financing Statement is presented to a Filing Officer for  
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:  
J. Keith Windle  
Bradley Arant Rose & White LLP  
420 North 20th Street, Suite 2000  
Birmingham, Alabama 35203-3208

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office

2. Name and Address of Debtor (Last Name First if a Person)

Odyssey Child Development, Inc.  
1634A Montgomery Highway, Suite 205  
Birmingham, Alabama 35242

Social Security/Tax ID #

- 2A. Name and Address of Debtor (If any) (Last Name First if a Person)

Social Security/Tax ID  
#

- ☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

SierraWest Bank  
9951 Atlantic Boulevard, #149  
Jacksonville, Florida 32225

Social Security/Tax ID #

- ☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY (If any) (Last Name First if a Person)

Inst # 1999-26723

06/25/1999-26723  
04:01 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
18.00  
004 MMS

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

See Schedule I, together with Exhibit B attached thereto, which are  
incorporated herein by reference.

DEBTOR IS RECORD OWNER OF REAL ESTATE  
CROSS REFERENCE IN REAL ESTATE MORTGAGE RECORDS.  
Additional Security for mortgage filed simultaneously herewith.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(To be filed with the Judge of Probate of Shelby County)

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.  
☐ 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 \$ \_\_\_\_\_  
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ N/A  
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)

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

ODYSSEY CHILD DEVELOPMENT, INC.

By: Clarence A. Mitchell

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Odyssey Child Development, Inc.  
Type Name of Individual or Business

SIERRAWEST BANK

By: \_\_\_\_\_

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

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

SierraWest Bank

Type Name of Individual or Business

**SCHEDULE I  
TO UCC-1 FINANCING STATEMENT**

**DEBTOR:**

Odyssey Child Development, Inc.  
1634A Montgomery Highway, Suite 205  
Birmingham, Alabama 35242

**SECURED PARTY:**

SierraWest Bank  
9951 Atlantic Boulevard, #149  
Jacksonville, Florida 32225

This financing statement covers the following types (or items) of property:

1. All right, title and interest of Mortgagor in and to the leasehold estate (the "Leasehold Estate") created pursuant to the lease more particularly described in Schedule A (the "Lease") attached hereto and made a part hereof;
2. All of Mortgagor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in Exhibit B attached hereto and made a part hereof;
3. All of Mortgagor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate or in or on the property made the subject of the Lease (the "Leased Premises"), including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;
4. All right, title and interest of Mortgagor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Mortgagor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;
5. All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that Mortgagor now or hereafter owns or in which Mortgagor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Mortgagor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones and telecommunication equipment, compartment safes, carpeting, window coverings and all proceeds of and substitutions and replacements for any such items;
6. All of Mortgagor's:
  - a. inventory, including all goods, merchandise, raw materials, supplies and other tangible personal property, now owned or hereafter acquired, and all documents now and at any time or times covering or representing any of said property;
  - b. accounts, accounts receivable, contract receivables, contract rights, notes, drafts, acceptances, instruments, chattel paper and general intangibles, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising; and

c. equipment, including all furniture, furnishings, machinery, storage shelves and other goods used in the conduct of Mortgagor's business, now owned or hereafter acquired;

7. All rents, issues, profits, royalties, income and other benefits derived from the Real Estate or the Leased Premises (collectively, the "Rents"), now or hereafter existing or entered into;

8. All interests, estates or other claims, both in law and in equity, that Mortgagor now has or may hereafter acquire in the Real Estate or the Leased Premises, including, but not limited to all of Mortgagor's interest in any and all options to purchase the Leased Premises that Mortgagor may have or may hereafter acquire;

9. All easements, rights-of-way and rights now owned or hereafter acquired by Mortgagor used in connection with or as a means of access to the Real Estate or to the Leased Premises including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances of and to such easements rights-of-way and rights, and all water and water rights and shares of stock evidencing the same;

10. All interests of Mortgagor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate or the Leased Premises, now or hereafter existing or entered into, and all right, title and interest of Mortgagor under such leases and subleases, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

11. All right, title and interest now owned or hereafter acquired by Mortgagor in and to any greater estate in the Real Estate or the Leased Premises;

12. All right, title and interest now owned or hereafter acquired by Mortgagor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate or the Leased Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate or the Leased Premises;

13. All rights and interests of Mortgagor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate or the Leased Premises; and

14. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Mortgagor now has or may hereafter acquire in the Real Estate or the Leased Premises, and other proceeds from sale or disposition of real or personal property hereby secured that Mortgagor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate or the Leased Premises, including any award resulting from a change of grade of streets and any award for severance damages.



## **EXHIBIT B**

### **Legal Description**

Lot 2-B, according to a Resurvey of Lot 2, Heatherbrooke Office Park, as recorded in Map Book 12, page 36, in the Office of the Judge of Probate of Shelby County, Alabama.

Inst # 1999-26723

06/25/1999-26723  
04:01 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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