

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

cut here

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

No. of Additional
Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

SHERRY D. OLSON, P.C.
6320 AMHERST COURT, SUITE 100
NORCROSS, GEORGIA 30092

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

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

EZELL, L.L.C.
108 West Hampton Place
Nashville, Tennessee 37205

Social Security/Tax ID#

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

See Attached Debtor Addendum

Social Security/Tax ID#

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

BANK OF AMERICA, N.A.
Private Client Group
600 Peachtree Street, N.E., 11th Floor
NationsBank Plaza
Atlanta, Georgia 30308

Social Security/Tax ID#

☐ Additional secured parties on attached UCC-E

FILED WITH: SHELBY COUNTY, ALABAMA

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 types or items of property described on Exhibit "B" attached hereto and made a part hereof which are located on or used in connection with the real property described on 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:

000
100
300
500
700
800

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) \$

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 Debtor(s)

Signature(s) of Debtor(s)

See Attached Signature Page

Type Name of Individual or Business

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

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

See Attached Signature Page

Type Name of Individual or Business

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

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

(5) FILE COPY DEBTOR(S)

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

DEBTOR ADDENDUM

Additional Debtors

E.E.E., L.L.C.

108 West Hampton Place
Nashville, Tennessee 37205
Davidson County, Tennessee
FIN # 412-25-4084

J.C. Ezell, L.L.C.

108 West Hampton Place
Nashville, Tennessee 37205
Davidson County, Tennessee
FIN # 414-43-0029

W.C. Ezell, L.L.C.

108 West Hampton Place
Nashville, Tennessee 37205
Davidson County, Tennessee
FIN # 415-35-6073

SIGNATURE ADDENDUM

DEBTOR:

Ezell, LLC, a Nevada limited liability company

By: [Signature] (Seal)
William E. Ezell, Manager

E.E.E., LLC, a Nevada limited liability company

By: [Signature] (Seal)
William E. Ezell, Manager

W.C.E., LLC, a Nevada limited liability company

By: [Signature] (Seal)
William E. Ezell, Manager

J.C.E., LLC, a Nevada limited liability company

By: [Signature] (Seal)
William E. Ezell, Manager

LENDER:

BANK OF AMERICA, N.A. D/B/A NATIONSBANK, N.A.

By: [Signature]
Name: Cynthia M. Nofi
Title: Senior Vice President

[CORPORATE SEAL]



EXHIBIT "A"

Part of the SE 1/4, Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the Southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly for 152.01 feet; thence 90 degrees left and run Northwesterly for 349.62 feet; thence 90 degrees left and run Southwesterly for 160.00 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way line for 253.07 feet; thence 14 degrees 02 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 degrees 00 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive; thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet; thence 22 degrees 07 minutes 10 seconds right and run Southeasterly along said right of way line for 23.50 feet to the point of beginning; thence continue Southeasterly along said right of way line for 163.81 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 178.84 feet; thence 56 degrees 56 minutes 47 seconds right and run Northwesterly for 95.24 feet; thence 100 degrees 30 minutes 00 seconds right and run Northeasterly for 205.16 feet to the point of beginning.

Also, all that tract or parcel lying and being in Shelby County, in the City of Pelham, Alabama, and being more particularly described as follows:
Beginning at the Northeasterly property corner at the right of way of Oak Mountain Park Circle of the Thriftlodge Motel site; thence run South 56 degrees 57 minutes 3 seconds West a distance of 22.0 feet to a point, the TRUE POINT OF BEGINNING; thence run South 33 degrees 2 minutes 57 seconds East, a distance of 75.60 feet to a point; thence run South 53 degrees 45 minutes 49 seconds East, a distance of 76.66 feet to a point; thence run South 78 degrees 31 minutes 1 second East, a distance of 60.70 feet to a point; thence run South 6 degrees 53 minutes 4 seconds East, a distance of 22.07 feet to a point; thence run North 78 degrees 31 minutes 1 second West, a distance of 68.67 feet to a point; thence run North 53 degrees 45 minutes 49 seconds West, a distance of 90.41 feet to a point; thence run North 33 degrees 2 minutes 57 seconds West, a distance of 79.62 feet to a point; thence run North 56 degrees 57 minutes 3 seconds East a distance of 22.0 feet to a point; the TERMINUS POINT of this description.

LESS AND EXCEPT that portion of caption lands conveyed to Forte Hotels International, Inc., by deed recorded in Real Record 283, Page 519, more particularly described as follows:
Part of SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly for 152.01 feet; thence 90 degrees 0 minutes left and run Northwesterly for 349.02 feet; thence 90 degrees 0 minutes left and run Southwesterly for 160.0 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way line for 253.07 feet; thence 14 degrees 2 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way for 62.56 feet to an angle point in said right of way; thence 45 degrees 0 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees 0 minutes left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive; thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet; thence 22 degrees 7 minutes 10 seconds right and run Southeasterly along said right of way line for 187.31 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 144.84 feet to the point of beginning; thence continue Northwesterly along the same line for 34.0 feet; thence 56 degrees 56 minutes 47 seconds right and run Northwesterly for 95.24 feet; thence 100 degrees 30 minutes 0 seconds right and run Northeasterly for 78.50 feet; thence 105 degrees 34 minutes 45 seconds right and run Southerly for 110.75 feet to the point of beginning; being situated in Shelby County, Alabama.

Located at: 1020 Oak Mountain Park Road
Helena, AL 35080

EXHIBIT "A"

All that tract or parcel of land lying and being in the South 99.03 feet of Lot 10, Block A, of Nickerson's Addition to Alabaster, as recorded in Map Book 3, Page 61, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Beginning at the Southwest corner of said Lot 10; thence, running North 3 degrees 56 minutes West along the West line of said lot for 99.03 feet; thence 91 degrees 41 minutes right (recorded 92 degrees 0 minutes) and running North 87 degrees 45 minutes East and parallel with the South line of said lot for 145.0 feet to a point on the East line of said Lot 10; thence 88 degrees 19 minutes right (recorded 88 degrees 0 minutes) and running South 3 degrees 56 minutes East along the East line of said Lot 10 for 99.03 feet to the Southeast corner of said Lot 10; thence 91 degrees 42 minutes right (recorded 92 degrees 0 minutes) and running South 87 degrees 45 minutes West along the South line of said Lot 10 for 145.0 feet to the point of beginning. Situated in the Town of Alabaster, Shelby County, Alabama.

Located at: I-65 & U.S. 31
Alabaster, AL 35007

EXHIBIT "B"

1. All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the real property described in Exhibit "A" hereto (the "Fee Property"), and including all trade, domestic and ornamental fixtures, appliances and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon or under the Fee Property or any part thereof and used or usable in connection with any present or future operation of the Fee Property and now owned or hereafter acquired by Debtor (hereinafter collectively called the "Equipment"), including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, cooking, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; dishwashers; attached cabinets; partitions; ducts and compressors; rugs and carpets; mirrors; mantles; draperies; furniture and furnishings; all building materials; supplies and equipment now or hereafter delivered to the Fee Property and intended to be installed therein; all leases and use agreements of all machinery, apparatus, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use such items, and all deposits made therefor; all additions to and renewals or replacements of all of the foregoing; and all proceeds and profits of all of the foregoing; and

2. Any and all rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits which are now due or may hereafter become due by reason of the renting, leasing or bailment of the Fee Property, the improvements thereon and Equipment; and

3. All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Fee Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Fee Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets; and

4. All contracts and agreements between Debtor and others for the design, construction and inspection of the improvements now existing or hereafter built and erected on the Fee Property and all permits and licenses for the construction, utilization and operation for such improvements, including without limitation all building permits, variances and special use permits, agreements with and letters of assurance and availability from providers of utilities, curb cut and other access permits, reports of soils exploration and testing, agreements with construction contractors, agreements with architects, and plans and specifications for such improvements; and

5. All rights of Debtor in and to all tradenames, trademarks, service marks, logos and goodwill now or hereafter used, reserved, or otherwise related to the Fee Property; and

6. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

EXHIBIT "B"

Collateral. A security interest is granted in the following collateral (the "Collateral"):

A. Types of Collateral:

Accounts: Any and all accounts and other rights of Debtor to the payment for goods sold or leased or services rendered whether or not earned by performance, contract rights, book debts, checks, notes, drafts, instruments, chattel paper, acceptances, and any and all amounts due to Debtor from a factor or other forms of obligations and receivables, now existing or hereafter arising out of the business of Debtor.

Inventory: Any and all of Debtor's goods held as inventory.

Equipment: Any and all of Debtor's goods held as equipment.

Fixtures: Any and all of Debtor's goods held as fixtures.

**Instruments
and/or**

**Investment
Documents:**

Any and all of Debtor's instruments, documents, and other writings of any type which evidence a right to the payment of money and which are of a type that is transferred in the ordinary course of business by delivery with any necessary indorsement or assignment, whether now owned or hereafter acquired, including, without limitation, negotiable instruments, promissory notes, and documents of title owned or to be owned by Debtor, certificates of deposit, and all liens, security agreements, leases and other contracts securing or otherwise relating to any of said instruments or documents.

General

Intangibles: Any and all of Debtor's general intangible property.

B. Substitutions, Proceeds and Related Items. Any and all substitutes and replacements for, accessions, attachments and other additions to, tools, parts and equipment now or hereafter added to or used in connection with, and all cash or non-cash proceeds and products of, the Collateral (including, without limitation, all income, benefits and property receivable, received or distributed which results from any of the Collateral, such as dividends payable or distributable in cash, property or stock; insurance distributions of any kind related to the Collateral, including, without limitation, returned premiums, interest, premium and principal payments; redemption proceeds and subscription rights; and shares or other proceeds of conversions or splits of any securities in the Collateral); any and all choses in action and causes of action of Debtor, whether now existing or hereafter arising, relating directly or indirectly to the Collateral (whether arising in contract, tort or otherwise and whether or not currently in litigation); all certificates of title, manufacturer's statements of origin, other documents, accounts and chattel paper, whether now existing or hereafter arising directly or indirectly from or related to the Collateral; all warranties, wrapping, packaging, advertising and shipping materials used or to be used in connection with or related to the Collateral; all of Debtor's books, records, data, plans, manuals, computer software, computer tapes, computer systems, computer disks, computer programs, source codes and object codes containing any information, pertaining directly or indirectly to the Collateral and all rights of Debtor to retrieve data and other information pertaining directly or indirectly to the Collateral from third parties, whether now existing or hereafter arising; and all returned, refused, stopped in transit, or repossessed Collateral, any of which, if received by Debtor, upon request shall be delivered immediately to Bank.

C. Balances and Other Property. The balance of every deposit account of Debtor maintained with Bank and any other claim of Debtor against Bank, now or hereafter existing, liquidated or unliquidated, and all money, instruments, securities, documents, chattel paper, credits, claims, demands, income, and any other property, rights and interests of Debtor which at any time shall come into the possession or custody or under the control of Bank or any of its agents or affiliates for any purpose, and the proceeds of any thereof. Bank shall be deemed to have possession of any of the Collateral in transit to or set apart for it or any of its agents or affiliates.

Inst # 1999-32129-6561

08/02/1999-32129
12:12 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
22.00
007 MMS