

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

62023


<input type="checkbox"/> 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 acknowledgement to: Cheryl Robinson CORLEY, MONCUS & WARD, P.C. P. O. Box 59807 Birmingham, Alabama 35259-0807 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: center;"> <p>Inst # 1999-40865</p> <p>09/30/1999-40865</p> <p>03:50 PM CERTIFIED</p> <p>SHELBY COUNTY JUDGE OF PROBATE</p> <p>007 CJI 21.00</p> </div>			
2. Name and Address of Debtor (Last Name First if a Person) BW & MMC, L.L.C. 200 Union Hill Drive Birmingham, Alabama 35209 Social Security/Tax ID # _____		(Filed as additional security) FILED WITH: JUDGE OF PROBATE			
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) FIRST COMMERCIAL BANK 800 Shades Creek Parkway Birmingham, Alabama 35209 Attn: A. Todd Beard Social Security/Tax ID # _____		4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) _____			
<input type="checkbox"/> Additional secured parties on attached UCC-E		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: _____ _____ _____ _____ _____ _____ _____ _____			
5. The Financing Statement Covers the Following Types (or Items) of Property: All of the fixtures, equipment, furniture, furnishings and 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 I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A". THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS. DEBTOR IS THE RECORD OWNER OF THE REAL ESTATE DESCRIBED ON THE ATTACHED EXHIBIT "A". Check X if covered: <input type="checkbox"/> 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) <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.					
SEE ATTACHED EXHIBIT "A-1" FOR Signature(s) of Debtor(s) DEBTOR SIGNATURE Signature(s) of Debtor(s)		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) \$ <u>-0-</u> 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) Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) FIRST COMMERCIAL BANK Signature(s) of Secured Party(ies) or Assignee BY: <u>A. Todd Beard</u> Signature(s) of Secured Party(ies) or Assignee A. Todd Beard, Its First Vice President Type Name of Individual or Business			

EXHIBIT "A-1"
to UCC-1 Financing Statement
First Commercial Bank, Secured Party
BW & MMC, L.L.C., Debtor

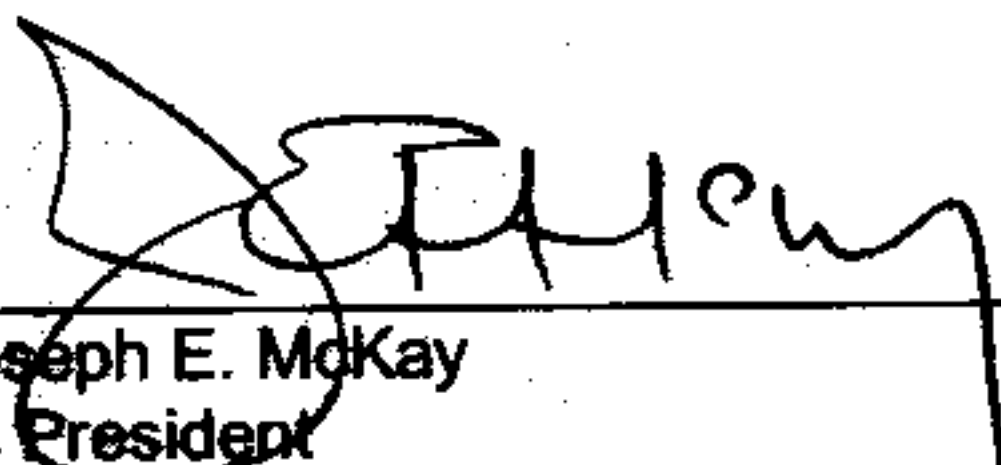
DEBTOR:

**BW & MMC, L.L.C., an Alabama Limited
Liability Company**

**By: Lake Forest, L.L.C., an Alabama Limited
Liability Company, Its Member**

By:  [SEAL]
Thomas H. Brigham, Jr.
Its Managing Member

**By: McKay Management Corporation, an
Alabama Corporation, Its Member**

By:  [SEAL]
Joseph E. McKay
Its President

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

(e) All Construction Contracts (between the Contractors and Debtor providing for the construction of the Project, or any portion thereof), the Architect Contracts (between the Architects and the Debtor providing for the design of the Project, the preparation of the Plans and Specifications, the supervision and inspection of the construction of the Project and the provision of any other architectural services or projects related to the Project), the Plans and Specifications (all plans and specifications for the Project, or any portion thereof), and other Construction documents (1) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (2) all contracts to which the Debtor is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (3) all contracts to which the Debtor is a party providing for the management of the construction of any of the Project; (4) all rights of the Debtor as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Debtor is not a party; (5) all payment and performance bonds relating to any of the Project; (6) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (7) all contracts

with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder); and

(e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

EXHIBIT A

Part of the South $\frac{1}{2}$ of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron pin being the locally accepted NE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ run in an easterly direction along the North line of the South $\frac{1}{2}$ of said section for a distance of 250.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $98^{\circ} 25'$ and run in a southwesterly direction for a distance of 820.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $14^{\circ} 0'$ and run in a southwesterly direction for a distance of 234.02 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $2^{\circ} 30' 24''$ and run in a southwesterly direction for a distance of 50.0 feet to an existing iron rebar being the NE corner of Lot 112, Lake Forest First Sector as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 24, Page 62; thence turn an angle to the right of $171^{\circ} 40' 47''$ and run in a northerly direction for a distance of 25.27 feet to the northeasterly corner of the BW-MMC, LLC, property; thence turn an angle to the left of $81^{\circ} 06' 01''$ and run in a northwesterly direction along the North line of said BW-MMC, LLC, property for a distance of 520.0 feet; thence turn an angle to the left of 90° and run in a southwesterly direction of 120.0 feet; thence turn an angle to the right of $46^{\circ} 11' 13''$ and run in a southwesterly direction for a distance of 130.0 feet; thence turn an angle to the right of $96^{\circ} 57' 36''$ and run in a northwesterly direction for a distance of 50.1 feet; thence turn an angle to the left of $41^{\circ} 22' 18''$ and run in a northwesterly direction along the North line of the BW-MMC, LLC, property for a distance of 50.0 feet; thence turn an angle to the right of $61^{\circ} 33' 05''$ and run in a northwesterly direction for a distance of 81.54 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $22^{\circ} 54' 55''$ and run in a northeasterly direction for a distance of 71.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $2^{\circ} 14' 37''$ and run in a northeasterly direction for a distance of 50.0 feet to a point on the curve, said curve being concave in a northeasterly direction and having a central angle of $3^{\circ} 57' 57''$ and a radius of 1,227.15 feet; thence turn an angle to the right ($88^{\circ} 01' 02''$ to the chord of said curve) and run in a southeasterly direction along the arc of said curve for a distance of 84.94 feet to an existing iron rebar set by

Laurence D. Weygand; thence turn an angle to the left ($93^{\circ} 48' 17''$ from last mentioned chord) and run in a northeasterly direction for a distance of 248.02 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $8^{\circ} 47' 30''$ and run in a northerly direction for a distance of 375.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $32^{\circ} 58' 55''$ and run in a northeasterly direction for a distance of 180.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $19^{\circ} 06' 19''$ and run in a northeasterly direction for a distance of 235.0 feet, more or less, to the point of beginning.

PARCEL II

A description of Lake Forest Third Sector, situated in the SE $\frac{1}{4}$ - SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ - SE $\frac{1}{4}$ of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the SE corner of Lot 123, Lake Forest First Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 24, Page 62, run in a northerly direction along the east line of Lots 123, 122, 121, 120, 119, 118, 117, and part of 116 for a distance of 595.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $74^{\circ} 00' 53''$ and run in a northeasterly direction for a distance of 344.96 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $5^{\circ} 27' 15''$ and run in a northeasterly direction for a distance of 145.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $96^{\circ} 20' 37''$ and run in a southeasterly direction for a distance of 205.08 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $17^{\circ} 30' 43''$ and run in a southerly direction for a distance of 237.21 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $20^{\circ} 09' 59''$ and run in a southwesterly direction for a distance of 509.31 feet to an existing iron rebar set by Laurence D. Weygand and being on the northeast right of way line of Water Hickory Drive as shown on that plat of Lake Forest First Sector; thence turn an angle to the right ($103^{\circ} 12' 20''$ to the chord) and run in a northwesterly direction along the curved northeast right of way line of Water Hickory Drive (said curve being concave in a northeasterly direction and having a deflection angle of $8^{\circ} 29' 17\frac{1}{2}''$ and a radius of 178.0 feet) for a distance of 52.74 feet to a point of reverse curve, said newest

curve being concave in a southwesterly direction and having a radius of 477.01 feet; thence run in a northwesterly direction along the arc of said curve and along the northeast right of way line of said Water Hickory Drive for a distance of 307.23 feet, more or less, to the point of beginning.

Inst # 1999-40865

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SHELBY COUNTY JUDGE OF PROBATE

007 CJI 21:00