

Chilton

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

87321

Inst # 1999-46837

11/16/1999-46837  
09:56 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
18.00  
004 CJ1

See Schedule "A" and 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:

<input type="checkbox"/> Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.	
<p>6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.</p> <p><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected.</p> <p><input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor</p> <p><input type="checkbox"/> as to which the filing has lapsed.</p> <div style="border-top: 1px solid black; padding-top: 10px; margin-top: 20px;"><div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p>Signature(s) of Debtor(s)</p><p><i>[Handwritten Signature]</i></p><p>Signature(s) of Debtor(s)</p><p><b>Clark Properties, LLC</b></p><p>Type Name of Individual or Business</p></div><div style="width: 45%;"><p>Signature(s) of Secured Party(ies)</p><p>Signature(s) of Secured Party(ies) or Assignee</p><p>Signature(s) of Secured Party(ies) or Assignee</p><p>Type Name of Individual or Business</p></div></div></div>	<p>7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ _____</p> <p>Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____</p> <p>8. <input 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)</p> <div style="text-align: center; margin-top: 20px;"><p>Signature(s) of Secured Party(ies)</p><p>(Required only if filed without debtor's Signature — see Box 6)</p></div> <div style="border-top: 1px solid black; padding-top: 10px; margin-top: 20px;"><div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p>Signature(s) of Debtor(s)</p><p>Signature(s) of Debtor(s)</p><p><b>Clark Properties, LLC</b></p><p>Type Name of Individual or Business</p></div><div style="width: 45%;"><p>Signature(s) of Secured Party(ies)</p><p>Signature(s) of Secured Party(ies) or Assignee</p><p>Signature(s) of Secured Party(ies) or Assignee</p><p>Type Name of Individual or Business</p></div></div></div>

SCHEDULE "A" TO  
UCC-1 FINANCING STATEMENT

naming  
COLONIAL BANK  
as Secured Party

and

CLARK PROPERTIES, LLC  
as Debtor

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF PROPERTY  
(THE "COLLATERAL"):

- i. the fee simple interest in the real property described in Exhibit "A" attached to this Mortgage and incorporated in this Mortgage by reference (the "Land");
- ii. all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "Improvements");
- iii. all tenements, hereditaments, appurtenances, privileges and other rights and interests now or in the future benefitting or otherwise relating to the Land or the Improvements, including easements, rights-of-way, development rights, mineral rights, water rights and water stock (the "Appurtenances," and together with the Land and the Improvements, the "Real Property");
- iv. all rents, issues, income, revenues, royalties and profits now or in the future payable with respect to or otherwise derived from the Real Property or the ownership, use, management, operation, leasing or occupancy of the Real Property, including those past due and unpaid (the "Rents");
- v. all present and future right, title and interest of Mortgagor in and to all inventory, equipment, fixtures and other goods (as those terms are defined in Article 9 of the Alabama Uniform Commercial Code (the "UCC"), and whether existing now or in the future) now or in the future located at, upon or about, or affixed or attached to or installed in, the Real Property, or used or to be used in connection with or otherwise relating to the Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Real Property, including furniture, furnishings, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating, ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs, replacements and substitutions of or to any of such property (the "Goods," and together with the Real Property, the "Property"); and



- vi. all present and future right, title and interest of Mortgagor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written materials (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Property or any other part of the Mortgaged Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the Property or any other part of the Mortgaged Property, including (i) permits, approvals and other governmental authorizations, (ii) Improvement plans and specifications and architectural drawings, (iii) agreements with contractors, subcontractors, suppliers, project managers and supervisors, designers, architects, engineers, sales agents, leasing agents, consultants and property managers, (iv) takeout, refinancing and permanent loan commitments, (v) warranties, guaranties, indemnities and insurance policies (including insurance policies obtained in accordance with the Agreement), together with insurance payments and unearned insurance premiums, (vi) claims, demands, awards, settlements and other payments arising or resulting from or otherwise relating to any insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property, (vii) the Disbursement Account and any Cash Collateral Account maintained pursuant to any of the Loan Documents, and any Borrower's Funds or other amounts deposited by Mortgagor with Mortgagee which are to be held in any such Cash Collateral Account, (viii) leases, rental agreements, license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, together with advance payments, security deposits and other amounts paid to or deposited with Mortgagor under any such agreements, (ix) reserves, deposits, bonds, deferred payments, refunds, rebates, discounts, cost savings, escrow proceeds, sale proceeds and other rights to the payment of money, trade names, trademarks, goodwill and all other types of intangible personal property of any kind or nature, and (x) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (the "Intangibles," and together with the Appurtenances and the Rents, the "Rights").

EXHIBIT A

LEGAL DESCRIPTION

From the SE corner of the SE 1/4 of the NW 1/4 of Section 1, Township 21 North, Range 14 East, Chilton County, Alabama run a magnetic bearing tie line of South 82°26'18" West for 880.14 feet to a metal fence corner post dividing lands of McDowell, DeVaughn and Elia, and the beginning point of subject lot; from said point run along a fence and a continuation thereof South 66°47'56" West 194.22 feet to an iron pipe at the East right of way line of U.S. 31 and the NW corner of McDowell lot; thence along the East right of way line of U.S. 31 Highway North 35°00'00" West 191.42 feet to the point of intersection of said highway right of way and the Southerly right of way line of Dennis Avenue, a paved public street; thence run along said line of said Dennis Avenue North 87°32'40" East 128.07 feet; thence run a chord bearing and distance of South 87°51'55" East 73.44 feet to a point on said street right of way; thence continue along said street right of way line South 83°16'30" East 75.93 feet; thence along a fence South 26°54'06" East 81.91 feet back to the beginning point.

Situated in Chilton County, Alabama.

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