

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

42825

Important: Read Instructions on Back Before Filling out Form.

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

☐ 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

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

First Commercial Bank  
P. O. Box 11746  
Birmingham, Al 35202-1746  
Attn: Deborah B. Harris

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

BW & MMC, LLC  
One Riverchase Office Plaza  
Suite 200  
Birmingham, Al 35244  
Attn: Joseph E. McKay

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

FILED WITH:

Judge of Probate Shelby County

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

4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

First Commercial Bank  
800 Shades Creek Parkway  
Birmingham, Al 35209

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. ☒ This statement refers to original Financing Statement bearing File No 1997-39388

Filed with Judge of Probate Shelby County

Date Filed 12-03 19 97

6. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective

7. ☐ Termination. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above

8. ☐ Partial or Assignment. The Secured Party's right under the financing statement bearing file number shown above to the property described in item 11 or to all of the property listed on this file, is assigned to the assignee whose name and address appears in item 4

9. ☒ Amendment. Financing statement bearing file number shown above is amended as set forth in item 11

10. ☐ Partial Release. Secured Party releases the collateral described in item 11 from the financing statement bearing file number shown above.

11. Adding back Lot # 162, according to the Survey of Lake Forest, as recorded in Map Book 24, Page 62, in the Office of the Judge of Probate of Shelby County; being situated in Shelby County, Alabama.

Adding back per attached ~~XXXX~~ description; released in error.  
collateral

11A. Enter Code(s) From  
Back of Form That  
Best Describes The  
Collateral Covered  
By This Filing:

Check X if covered: ☐ Products of Collateral are also covered.

Signature(s) of Debtor(s)

Signature(s) of Debtor(s) (necessary only if item 9 is applicable)

Type Name of Individual or Business

First Commercial Bank

Signature(s) of Secured Party(ies)

By:

T. Lane Wooley, Vice President

Type Name of Individual or Business

## SCHEDULE I

All of 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 that tract or parcel or parcels of land and estates particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;

(c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(d) 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).

(e) The Debtor's books and records relating to the Property or construction of the improvements thereon or any part thereof, all contracts now or hereafter made by Debtor relating to the Property or the construction of the improvements thereon or any part thereof, and all bonds and other guarantees of performance in favor of Debtor or with respect to any such contracts, all sales contracts for the purchase of lots in the proposed subdivision, and the proceeds therefrom, including Debtor's right to the earnest money deposits made pursuant to the sales contracts provided by the Debtor in favor of others;

(f) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e), above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above.

Inst # 2000-03132

02/01/2000-03132  
09:28 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CJ1 12.00