

STATE OF ALABAMA -- UNIFORM COMMERCIAL CODE -- FINANCING STATEMENT

FORM UCC-1 ALA.

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☐ 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:

William S. Wright, Esq.
Balch & Bingham LLP
P. O. Box 306
Birmingham, AL 35201

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)

Coales Branch, L.L.C.
c/o E. Todd Sharley, Jr.
2450 SouthTrust Tower
Birmingham, AL 35203

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: Shelby County Judge of Probate

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

New South Federal Savings Bank
510 Lorna Square
Birmingham, AL 35216

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID#

☐ Additional secured parties on attached UCC-E

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

See Exhibits A and B attached hereto and incorporated herein by reference.

5A. 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.

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 \$ **820,000**

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **- 0 -**

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)

Coales Branch, L.L.C.

Type Name of Individual or Business

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

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

New South Federal Savings Bank

Type Name of Individual or Business

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

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

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

(5) FILE COPY DEBTOR(S)

EXHIBIT A
DESCRIPTION OF COLLATERAL
[COUNTY FILINGS]

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit B**, 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 and replacements 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 property described in **Exhibit B** or not and whether in storage or otherwise wheresoever the same may be located;
- (b) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (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 or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, 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 Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so

As long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Collateral 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 reasonable attorney's 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 cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b) or (c) 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) or (c) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: **Debtor.**

PROVIDED AS ADDITIONAL SECURITY FOR REAL ESTATE MORTGAGE RECORDED
CONTEMPORANEOUSLY HERewith.

EXHIBIT B

Property Description

Part of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 13 and part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24 both in Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Beginning at an existing iron rebar being the locally accepted Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 13, run in a Southerly direction along the West line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24, for a distance of 680.28 feet; thence turn an angle to the left of $90^{\circ} 54' 52''$ and run in an Easterly direction for a distance of 41.68 feet; thence turn an angle to the left of $75^{\circ} 54' 48''$ and run in a Northeasterly direction for a distance of 2.51 feet to a point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angle of $50^{\circ} 46' 21''$ and a radius of 134.74 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 119.40 feet to the point of ending of said curve; thence run in a Northeasterly direction along line tangent to the end of said curve for a distance of 247.29 feet to an existing iron rebar; thence turn an angle to the right of $25^{\circ} 08' 27''$ and run in an Easterly direction for a distance of 784.64 feet to an existing iron rebar being on the West right of way line of Interstate 65 Highway being on a curve, said curve being concave in an Easterly direction and having a central angle of $1^{\circ} 38' 40''$ and a radius of 5854.58 feet; thence turn an angle to the left ($85^{\circ} 28' 05''$ to the chord of said curve) and run in a Northerly direction along the West right of way line of said Interstate 65 Highway and along the arc of said curve for a distance of 168.02 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left ($9^{\circ} 41' 36''$ from the chord of last mentioned curve) and run in a Northwesterly direction for a distance of 104.06 feet to an existing iron rebar set by Laurence D. Weygand and being on the West right of way line of Interstate 65 Highway and being on a curve, said curve being concave in an Easterly direction and having a central angle of $10^{\circ} 59' 24''$ and a radius of 5874.46 feet; thence turn angle to the right ($17^{\circ} 00' 31''$ to the chord of said curve) and run in a Northerly direction along the arc of said curve and along the West right of way line of said Interstate 65 Highway for a distance of 1126.79 feet to an existing concrete right of way monument; thence turn an angle to the right of $16^{\circ} 59'$ from the chord of last mentioned curve and run in a Northeasterly direction along the West right of way line of said Interstate 65 Highway for a distance of 83.24 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $117^{\circ} 20' 06''$ and run in a Westerly direction for a distance of 66.95 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $91^{\circ} 25' 16''$ and run in a Southerly direction for a distance of 28.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $103^{\circ} 32' 45''$ and run in a Northwesterly direction for a measured distance of 648.43 feet to an existing iron rebar set by Laurence D. Weygand being in the centerline of an existing creek; thence run in a Southeasterly, Southerly and Southwesterly direction meandering along the centerline of said creek for a distance of 1600 feet, more or less, to a point on the South line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 13; thence turn an angle to the right and run in a Westerly direction along the South line of said Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of said Section 13 for a distance of 68.52 feet, more or less, to the point of beginning:

EXCEPT all of Phase One of Hidden Creek III, as recorded in Map Book 26, Page 13 in the Office of the Judge of Probate of Shelby County, Alabama, and

EXCEPT all of Phase Two of Hidden Creek III, as recorded in Map Book 26, Page 124 in the Office of the Judge of Probate of Shelby County, Alabama, and

EXCEPT all of Lot A, according to the map of Colonial Pipeline Company's North Addition to Pelham Station, as recorded in Map Book 26, Page 78 in the Office of the Judge of Probate of Shelby County, Alabama.

05/09/2000-15253
11:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 SNA 18.00

Inst # 2000-15253