

☐ 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

Pre-paid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)

WB Equities I Trust, Inc.
14 Monterey Drive
Manhasset Hills, New York 11040-1030

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

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

Royal Indemnity Company
c/o Royal Investment Management Company
9300 Arrowpoint Boulevard
Charlotte, North Carolina 28273-8135
Attention: Stephen A. Rozich

Social Security /Tax ID#

☐ Additional secured parties on attached UCC-E

FILED WITH:

Shelby County

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:

See attached Exhibit "A" for description of real estate.

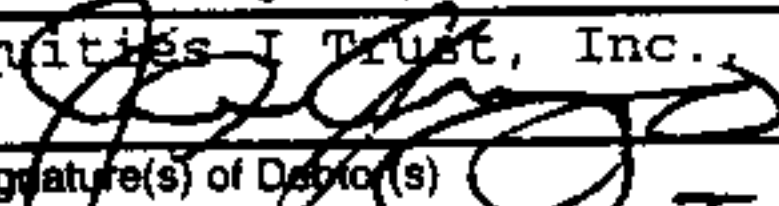
See attached Exhibit "B" for description of collateral.

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.

WB Equities I Trust, Inc., a Delaware business trust
By: 

Signature(s) of Debtor(s)

Its: TRUSTEE

Signature(s) of Debtor(s)

JAMES J. NIZZE

Type Name of Individual or Business

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)

Royal Indemnity Company

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

By:

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

Its:

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

EXHIBIT A TO UCC FINANCING STATEMENT

Legal Description

PARCEL 1:

A parcel of land situated in the Northeast 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Section 36; thence run South along the East line of said Section 36 a distance of 266.80 feet; thence turn $117^{\circ}40'00''$ right and run Northwesterly 165.21 feet to a point on the Westerly right of way line of U.S. Highway 31; thence turn $110^{\circ}54'05''$ left to the tangent of a curve to the left, said curve having a radius of 1,752.68 feet, run along the arc of said curve and said road right of way for 16.26 feet to the Southeast corner of Lot 1 according to the survey of Walgreens-Pelham, as recorded in Map Book 23, page 88, in the Office of the Probate of Shelby County, Alabama, and the point of beginning; thence continue along said curve and said road right of way for 70.67 feet to a point; thence turn $90^{\circ}00'00''$ left from the tangent to said curve at said point and run Easterly along said road right of way for 15.00 feet; thence turn $90^{\circ}00'00''$ right to the tangent of a curve to the left, said curve having a radius of 1,737.68 feet, and run along the arc of said curve and said road right of way for 189.15 feet to a point; thence turn $94^{\circ}22'17''$ right from the tangent to said curve at said point and run Westerly for 239.68 feet; thence turn $95^{\circ}24'00''$ right and run Northeasterly for 116.68 feet to a point on the Southeast line of said Lot 1; thence turn $50^{\circ}36'53''$ right and run Northeasterly along said lot line for 257.43 feet to the point of beginning.

Now Known As:

Lot 1, according to the Survey of Dinsmore Resurvey, as recorded in Map Book 26, page 94, in the Probate Office of Shelby County, Alabama.

PARCEL 2:

Perpetual, non-exclusive easements, appurtenant to Parcel 2, for access, drainage, sanitary sewer, and retaining wall, over, under and across that certain adjoining property, as set forth and described in (a) that certain Declaration of Easements for Joint Access, Drainage Pipe, Sewer Pipe, and Construction/Maintenance/Repair of Retaining Wall, dated 8-29-97 between J. Wilson Dinsmore and R.K.M. 'Bama, Inc., recorded 8-29-97, as Instrument No. 1997-27813, Shelby County, Alabama, Records; and (b) that certain Declaration of Easements for Joint Access, Drainage Pipe, Sewer Pipe, and Construction/Maintenance/Repair, dated 9-5-97, between J. Wilson Dinsmore and North Pelham, L.L.C., recorded 9-11-97, as Instrument No. 1997-29355, Shelby County, Alabama, Records.

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PARCEL 3:

Perpetual, non-exclusive easements, appurtenant to Parcel 1, for ingress, egress, parking, utility lines and drainage, over, under and across that certain adjoining property, as set forth and described in that certain Declaration of Easements and Restrictions and Joint Maintenance Agreement dated May, 1998, made by J. Wilson Dinsmore, recorded 6-1-98, as Instrument No. 1998-20066, Shelby County, Alabama, Records.

EXHIBIT B TO UCC FINANCING STATEMENT

Description of Collateral

All easements, rights-of-way, licenses and privileges, belonging to or in anywise appertaining to the property described in Exhibit A (the "mortgaged premises").

TOGETHER with all buildings and improvements now or hereafter situated upon the mortgaged premises or any part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the mortgaged premises, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Debtor, of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER with Debtor's right, title and interest in and to all the rents, issues and profits of the mortgaged premises under present or future leases or otherwise.

TOGETHER with all right, title and interest of the Debtor, if any, in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the mortgaged premises.

TOGETHER with Debtor's right, title and interest in and to all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the mortgaged premises or any part thereof and used or useable in connection with any present or future operation of the mortgaged premises or any building or buildings now or thereafter on the mortgaged premises and now owned or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures and equipment belonging to Debtor pertaining thereto, and all of the right, title and interest of the Debtor in and to any equipment which may be subject to any title retention or security agreement superior in lien to the lien of the Mortgage and Security Agreement evidenced hereby.

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the mortgaged premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the mortgaged premises, (d) any other injury

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to or decrease in the value of the mortgaged premises or (e) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the mortgaged premises.

TOGETHER with all of Debtor's rights, title and interest in, to and under all present and future land contracts, sales agreements and/or option agreements relating to the mortgaged premises or any portion thereof and Debtor's rights under all construction contracts and all plans and specifications relating to the mortgaged premises.

TOGETHER with all of Debtor's rights, title and interest in, to and under all present and future permits, licenses, authorizations, franchises, liquor licenses, management agreements, all books and Records, general intangibles, accounts and contract rights used or intended to be used in connection with the ownership or operation of the mortgaged premises or any portion thereof, and all names, tradenames, trademarks, logos and material used to advertise the mortgaged premises.

Inst # 2000-25691

B-08/01/2000-25691
08:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MMS 19.00