

# STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

**Important: Read Instructions on Back Before Filling out Form.**

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

66820

☐ 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. #

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 #

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)

FIRST COMMERCIAL BANK  
800 Shades Creek Parkway  
Birmingham, Alabama 35209  
Attn: T. Lane Wooley  
Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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: ☐ 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 \$

708,102.75

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)

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

SEE ATTACHED EXHIBIT "A-1" FOR DEBTOR

Signature(s) of Debtor(s)  
SIGNATURES

Signature(s) of Debtor(s)

Type Name of Individual or Business

FIRST COMMERCIAL BANK

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

Signature(s) of Secured Party(ies) or Assignee  
T. Lane Wooley, Its 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:   
Thomas H. Brigham, Jr.  
Its Managing Member

## 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 Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 9, run in an Easterly direction, along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section, for a distance of 250.0 feet, to an existing cross, set by Laurence D. Weygand, and being the most Northerly corner of Lot 224, Lake Forest Second Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 26, Page 142; thence turn an angle to the right of  $98^{\circ} 25'$  and run in a Southwesterly direction, along the East line of said Lot 224, Lake Forest Second Sector, for a distance of 228.35 feet, to an existing iron rebar, and being the point of beginning; thence continue in a Southwesterly direction, along the East line of Lots 225, 226, 227, 228, 229 & 230, of said Lake Forest Second Sector, for a distance of 591.65 feet, to the Northeast corner of Lot 231, of said Lake Forest Second Sector; thence turn an angle to the right of  $14^{\circ} 00'$  and run in a Southwesterly direction, along the Southeast line of Lots 231 & 232, of said Lake Forest Second Sector, for a distance of 234.02 feet, to the most Southerly corner of said Lot 232; thence turn an angle to the left of  $2^{\circ} 30' 24''$  and run in a Southwesterly direction, along the end of the existing road right of way for Scenic Lake Drive, as shown on said Lake Forest Second Sector recorded plat, for a distance of 50.0 feet, to the most Easterly 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 left of  $8^{\circ} 19' 14''$  and run in a Southwesterly direction, along the Southeast line of Lots 112, 113, 114, 115 & 116, of said Lake Forest First Sector, for a distance of 468.50 feet; thence turn an angle to the left of  $105^{\circ} 59' 08''$  and run in a Southeasterly direction, along the Northeast line of Lots 306 & 307, of Lake Forest Third Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 26, Page 143, for a distance of 344.96; thence turn an angle to the left of  $5^{\circ} 27' 15''$  and run in an Easterly direction, along the North line of Lot 308, of said Lake Forest Third Sector, for a distance of 145.0 feet, to an existing iron rebar, set by Laurence D. Weygand; thence turn an angle to the left of  $83^{\circ} 39' 23''$  and run in a Northerly direction for a distance of 150.0 feet, to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $17^{\circ} 35' 29''$  and run in a Northeasterly direction for a distance of 634.99 feet, to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $28^{\circ} 47' 20''$  and run in a Northeasterly direction for a distance of 315.0 feet, to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $53^{\circ} 09' 51''$  and run in an Easterly direction for a distance of 210.0 feet, to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $41^{\circ} 18' 58''$  and run in a Northeasterly direction for a distance of 310.0 feet, to an existing iron rebar set by Laurence D. Weygand; thence turn angle to the left of  $49^{\circ} 48' 25''$  and run in a Northerly direction for a distance of 330.0 feet, to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $94^{\circ} 54' 53''$  and run in a Westerly direction for a distance of 610.0 feet, to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $105^{\circ} 00'$  and run in Southeasterly direction for a distance of 115.0 feet, to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $97^{\circ} 43' 11''$  and run in a Southwesterly direction for a distance of 194.14 feet, to an existing iron rebar set by Laurence D. Weygand, and being on a curve, said curve being concave in an Easterly direction and having a radius of 325.0 feet and a deflection angle of  $5^{\circ} 28' 54''$  thence turn an angle to the left and run in a Southerly direction, along the arc of said curve, for a distance of 62.19 feet; thence turn an angle to the right ( $90^{\circ}$  to tangent) and run in a Westerly direction for a distance of 160.13 feet, to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $26^{\circ} 39' 37''$  and run in a Northwesterly direction for a distance of 132.0 feet, more or less, to the point of beginning.

Inst # 2000-38101

11/02/2000-38101  
12:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 NMB 19.00