

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented **2**

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Guy V. Martin, Jr., Esq.
Martin, Rawson & Woosley, P.C.
#2 Metroplex Drive, Suite 102
Birmingham, Alabama 35209

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)

SHELBY DEVELOPMENT CO., INC., an Alabama corporation
5127 Lake Crest Circle
Birmingham, Alabama 35226

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)

ALAMERICA BANK
Attention: Mr. Robert E. Nesbitt
Post Office Box 55269
Birmingham, Alabama 35255-5269

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 equipment, fixtures, contract rights, general intangibles and tangible 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 A attached hereto located on the real property described in Exhibit A attached hereto.

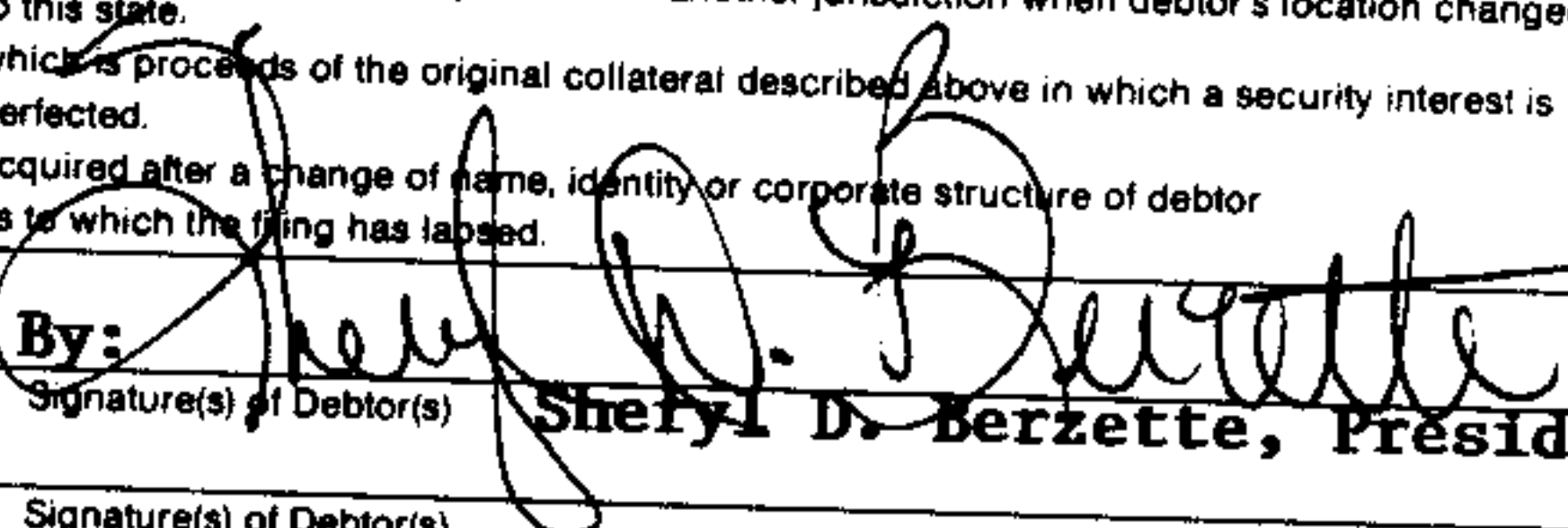
Inst # 2000-42864

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.

By: 
Signature(s) of Debtor(s) **Sheryl D. Berzette, President**

Signature(s) of Debtor(s)
SHELBY DEVELOPMENT CO., INC., an Alabama corporation
Type **corporation** Business

7. Complete only when filing with the Judge of Probate.

The initial indebtedness secured by this financing statement is \$ **780,000.00**

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

☒ 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 Secured Party(ies) or Assignee

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

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

St # 2000-42865

12/13/2000-42865

01:26 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE 003 NMS
20.00

SCHEDULE A

All interest of Debtor, whether now owned or hereafter acquired, in the rights, interests and personal property (collectively referred to as the "personal property") of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the real estate described in Exhibit A, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the said real estate and any improvements located thereon, including, without limitation, all accounts, documents, instruments, chattel paper, equipment, general intangibles, inventory, all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the improvements located on said real estate, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, any award of payment or compensation payable on account of any condemnation or other taking for public or private use of the said real estate or any improvements located thereon, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

All leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the said real estate, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the said real estate and improvements thereon arising from the use or enjoyment thereof or from any leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the said leases or applied to one or more of the installments of rent coming due.

All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of any interest of Debtor in the said real estate or improvements located thereon; and

All property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the real estate described in Exhibit A is located, including (*inter alia*) all *fructus naturales*, *fructus civiles*, and *fructus industriales*.

Without limiting the foregoing, all fixtures, machinery, equipment, office equipment and machines, inventory, farm products, vehicles and conveyances (including, without limitation, tractors, mowers, sweepers, snow removers, and other similar equipment), construction materials, building supplies, and articles of personal property (whether or not actually located on the real estate); including, but not limited to: heating, ventilating, humidifying and dehumidifying, air conditioning, laundry (including, without limitation, washers and dryers), incinerating, safety, power, plumbing, cleaning, fire prevention and fire extinguishing, and communications supplies, equipment, systems, and apparatus, lamps, chandeliers, and other lighting equipment and fixtures, vacuum cleaning systems, furnaces, boilers, radiators, piping, and coal stokers, plumbing and bathroom fixtures, sprinkler and alarm systems, washtubs, tanks, sinks, gas and electric fixtures, awnings, screens, window shades, storm doors and windows, ducts and compressors, rugs, carpet and other floor coverings, shades and draperies, partitions, elevators, escalators, pumps, motors, engines, conduits, dynamos, refrigerators, stoves, ranges, freezers, incinerators, kitchen equipment and appliances, and all other appliances and fittings, cabinets, shelving and lockers, plants, shrubbery and all landscaping and planting materials, and indoor and outdoor furniture and furnishings; all logos, trademarks, trade names, service marks, good will, and similar property; all books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts, and all other business and financial records and statements of all kinds; all computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware; all televisions, radios, receivers, recorders, cables, lines, apparatus and equipment of all kinds.

All personalty and other property described in the mortgage and security agreement or deed of trust and security agreement or deed to secure debt and security agreement executed by the Debtor in favor of or for the benefit of Secured Party.

All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.

EXHIBIT A

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Begin at the southeast corner of Lot 43 in the Meadow Brook Townhomes - 2nd Sector - Phase 2, Shelby County Alabama; thence run south 88 degrees 09 minutes 32 seconds west a distance of 119.05 feet along the south boundary of said Lot 43; thence run south 88 degrees 18 minutes 47 seconds west a distance of 196.09 feet; thence run south 77 degrees 14 minutes 10 seconds west a distance of 102.99 feet; thence run south 88 degrees 01 minutes 50 seconds west a distance of 168.22 feet; thence run South 05 degrees 38 minutes 13 seconds West for a distance of 9.60 feet; thence run South 09 degrees 47 minutes 46 seconds a distance of 83.16 feet; thence run south 16 degrees 45 minutes 14 seconds west a distance of 46.29 feet; thence run south 16 degrees 45 minutes 14 seconds west a distance of 96.47 feet; thence run south 16 degrees 45 minutes 14 seconds west a distance of 10.16 feet; thence run south 31 degrees 47 minutes 11 seconds west a distance of 162.52 feet; thence run south 31 degrees 30 minutes 55 seconds west a distance of 31.48 feet; thence run south 78 degrees 23 minutes 12 seconds east a distance of 83.16 feet; thence run south 85 degrees 52 minutes 43 seconds east a distance of 152.97 feet; thence run south 85 degrees 44 minutes 59 seconds east a distance of 154.38 feet; thence run south 79 degrees 42 minutes 18 seconds east a distance of 83.16 feet; thence run north 05 degrees 37 minutes 10 seconds east a distance of 155.03 feet; thence run north 51 degrees 59 minutes 54 seconds east a distance of 100.01 feet; thence run north 52 degrees 09 minutes 13 seconds east a distance of 125.17 feet; thence run north 87 degrees 50 minutes 26 seconds east a distance of 80.00 feet; thence run south 44 degrees 07 minutes 10 seconds east a distance of 139.73 feet; thence run north 05 degrees 44 minutes 18 seconds west a distance of 136.95 feet; thence run north 01 degree 55 minutes 58 seconds west a distance of 5.88 feet to the northeast right of way of Meadow Craft Lane; thence run south 88 degrees 04 minutes 03 seconds west a distance of 50.50 feet along said right of way to the point of beginning of a curve to the right, the curve having a radius of 50 feet a delta of 149 degrees 31 minutes 32 seconds and a chord distance of 96.48 feet; thence run along the arc of said curve and along the said right of way 130.49 feet to the point of beginning of a curve to the left, the curve having a radius of 25 feet a delta angle of 58 degrees 53 minutes 22 seconds and a chord distance of 24.58 feet; thence run along the arc of said curve and along the said right of way 25.70 feet; thence run north 01 degrees 50 minutes 28 seconds west a distance of 40.28 feet to the POINT OF BEGINNING. Said parcel contains 5.14 acres, or 223,774 square feet more or less.

Inst # 2000-42865

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SHELBY COUNTY JUDGE OF PROBATE
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