

(Probate)

est # 2000-43399
12/15/2000-43399
10:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 HMB 19.00

[illegible]

SCHEDULE 1
TO UCC-1 FINANCING STATEMENT

1. All of Debtor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in Schedule A attached hereto and made a part hereof;
2. All of Debtor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate, including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;
3. All right, title and interest of Debtor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;
4. All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Debtor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones and telecommunication equipment, compartment safes, carpeting, window coverings and all proceeds of and substitutions and replacements for any such items;
5. All rents, issues, profits, royalties, income and other benefits derived from the Real Estate (collectively, the "Rents"), now or hereafter existing or entered into;
6. All interests, estates or other claims, both in law and in equity, that Debtor now has or may hereafter acquire in the Real Estate including, but not limited to all of Debtor's interest in any and all options to purchase the Real Estate that Debtor may have or may hereafter acquire;
7. All easements, rights-of-way and rights now owned or hereafter acquired by Debtor used in connection with or as a means of access to the Real Estate including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances of and to such easements rights-of-way and rights, and all water and water rights and shares of stock evidencing the same;
8. All interests of Debtor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate, now or hereafter existing or entered into, and all right, title and interest of Debtor under such leases and subleases, including,

without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

9. All right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Real Estate;
10. All right, title and interest now owned or hereafter acquired by Debtor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate;
11. All rights and interests of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate; and
12. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Debtor now has or may hereafter acquire in the Real Estate, and other proceeds from sale or disposition of real or personal property hereby secured that Debtor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate, including any award resulting from a change of grade of streets and any award for severance damages.

EXHIBIT A

Legal Description

Phase I Mortgaged Property:

Part of the SW $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From an existing 3" capped iron pipe, being the locally accepted NE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 3, run in a Westerly direction along the North line of said NE $\frac{1}{4}$ of SW $\frac{1}{4}$ for a distance of 38.69 feet to an existing iron rebar set by Laurence D. Weygand, and being the point of beginning; thence continue in a Westerly direction along the North line of said SW $\frac{1}{4}$ of said Section 3 for a distance of 1,846.8 feet to an existing iron rebar, being on the East right-of-way line of Caldwell Mill Road; thence turn an angle to the left of $82^{\circ}52'22''$ and run in a Southerly direction along the East right-of-way line of Caldwell Mill Road for a distance of 114.91 feet to an existing concrete right-of-way monument; thence turn an angle to the left of $90^{\circ}42'08''$ and run in a Southeasterly direction for a distance of 9.95 feet to an existing concrete right-of-way monument; thence turn an angle to the right of $90^{\circ}28'09''$ and run in a Southwesterly direction along the East right-of-way line of said Caldwell Mill Road for a distance of 749.87 feet to an existing concrete right-of-way monument; thence turn an angle to the left of $88^{\circ}14'11''$ and run in a Southeasterly direction for a distance of 9.57 feet to an existing concrete right-of-way monument; thence turn an angle to the right of $88^{\circ}05'05''$ and run in a Southwesterly direction along the East right-of-way line of said Caldwell Mill Road for a distance of 257.88 feet to an existing concrete right-of-way monument; thence turn an angle to the right of $88^{\circ}05'14''$ and run in a Westerly direction for a distance of 10.38 feet to an existing concrete right-of-way monument, being on the East right-of-way line of Caldwell Mill Road, and being on the point of beginning of a curve, said curve being concave in an Easterly direction and having a central angle of $10^{\circ}15'33''$ and a radius of 1,860.08 feet; thence turn an angle to the left ($93^{\circ}21'23''$ to the chord) and run in a Southerly direction along the East right-of-way line of said Caldwell Mill Road along the arc of said curve for a distance of 333.06 feet to an existing concrete right-of-way monument; thence turn an angle to the left ($96^{\circ}56'$ from the chord of last mentioned curve) and run in an Easterly direction for a distance of 30.02 feet to an existing concrete right-of-way monument; thence turn an angle to the right ($90^{\circ}34'12''$ to the chord) and run in a Southerly direction along the arc (having a central angle of $2^{\circ}31'36''$ and a radius of 1,830.06 feet) of said curved right-of-way line for a distance of 80.70 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left ($123^{\circ}02'21''$ from last mentioned chord) and run in a Northeasterly direction for a distance of 1,164.85 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $18^{\circ}00'$ and run in a Northeasterly direction for a distance of 520.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $29^{\circ}47'26''$ and run in a Northeasterly direction for a distance of 829.78 feet, more or less, to the point of beginning.

Phase II Mortgaged Property:

Part of the South $\frac{1}{2}$ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 3" capped iron pipe being the locally accepted NW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 3, run in an Easterly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 321.31 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $108^{\circ}43'17''$ and run in a Southwesterly direction for a distance of 199.30 feet to an existing iron rebar; thence turn an angle to the left of $71^{\circ}44'46''$ and run in a Southeasterly direction for a distance of 92.37 feet to an existing iron rebar; thence turn an angle to the right of $64^{\circ}51'16''$ and run in a Southwesterly direction for a distance of 114.21 feet to an existing iron rebar; thence turn an angle to the left of $81^{\circ}09'46''$ and run in a Southeasterly direction for a distance of 141.63 feet to an existing iron rebar; thence turn an angle to the right of $109^{\circ}31'06''$ and run in a Southwesterly direction for a distance of 54.59 feet to an existing iron rebar;

thence turn an angle to the left of $38^{\circ}32'31''$ and run in a Southerly direction for a distance of 126.0 feet to an existing iron rebar; thence turn an angle to the left of $48^{\circ}38'32''$ and run in a Southeasterly direction for a distance of 143.20 feet to an existing iron rebar; thence turn an angle to the left of $35^{\circ}06'54''$ and run in an Easterly direction for a distance of 39.77 feet to an existing iron rebar in the center of a stream; thence follow meandering of the centerline of said stream up said stream to a point where said centerline intersects the accepted South line of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 West and being marked by an existing rebar (being found by turning an angle to the right of $86^{\circ}07'12''$ and run in a Southerly direction for a distance of 634.04 feet to an existing iron rebar from last mentioned course); thence turn an angle to the right of $52^{\circ}14'31''$ and run in a Southwesterly direction for a distance of 608.25 feet to an existing iron rebar; thence turn an angle to the left of $11^{\circ}15'33''$ and run in a Southwesterly direction for a distance of 1400.64 feet to an existing iron rebar; thence turn an angle to the right of $44^{\circ}20'47''$ and run in a Westerly direction for a distance of 249.99 feet to an existing crimp iron pin being the locally accepted Southwest corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 3; thence turn an angle to the right of $0^{\circ}4'53''$ and run in a Westerly direction for a distance of 204.52 feet to an existing iron rebar set by Laurence D. Weygand and being on the Northeast right of way line of Caldwell Mill Road; thence turn an angle to the right of $51^{\circ}51'32''$ and run in a Northwesterly direction along the Northeast right of way line of Caldwell Mill Road for a distance of 218.50 feet to an existing iron rebar set by Laurence D. Weygand and being the point of beginning of a curve, said curve being concave on an Easterly direction and having a central angle of $18^{\circ}43'$ and a radius of 1825.62 feet; thence turn an angle to the right and run in a Northwesterly direction along the arc of said curve and along the Northeast right of way line of said Caldwell Mill Road for a distance of 596.37 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left (90° from tangent) and run in a Southwesterly direction for a distance of 34.45 feet to an existing iron rebar set by Laurence D. Weygand and being on the Northeast right of way line of Caldwell Mill Road and being on a curve, said newest curve being concave in an Easterly direction and having a central angle of $8^{\circ}50'58''$ and a radius of 1860.07 feet; thence turn an angle to the right (90° to tangent) and run in a Northerly direction along the arc of said curve and along the East right of way line of Caldwell Mill Road for a distance of 287.29 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (90° from tangent) and run in an Easterly direction for a distance of 30.0 feet to an existing iron rebar set by Laurence D. Weygand and being on the East right of way line of Caldwell Mill Road and being on a curve, said curve being concave in an Easterly direction and having a central angle of $4^{\circ}55'57''$ and a radius of 1830.07 feet; thence turn an angle to the left (90° tangent) and run in a Northerly direction along the arc of said curve and along the East right of way line of Caldwell Mill Road for a distance of 157.55 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right ($60^{\circ}41'25''$ from the chord of last mentioned curve) and run in a Northeasterly direction for a distance of 1164.84 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $18^{\circ}0'$ and run in a Northeasterly direction for a distance of 520.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $29^{\circ}47'26''$ and run in a Northeasterly direction for a distance of 829.78 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $49^{\circ}43'11''$ and run in an Easterly direction for a distance of 38.69 feet, more or less, to the point of beginning.

Inst # 2000-43399

12/15/2000-43399
10:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NMB 19.00