

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
ANDER, MN. 55303
(612) 421-1713

57488

☐ 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 acknowledgement to:

James E. Vann, Esquire
Johnston & Conwell, L.L.C.
800 Shades Creek Parkway
Suite 325
Birmingham, AL 35209

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Living Waters Ministries, Inc.
P.O. Box 382
Chelsea, AL 35043

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
P.O. Box 11746
Birmingham, AL 35202-1746

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 Debtors, all additions,
replacements, and proceeds thereof and all other property set forth in
SCHEDULE A attached hereto located on the real property described on
EXHIBIT A attached hereto.

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

ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER:

2001 / 10895

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 \$

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)

SEE ATTACHED SIGNATURE PAGE

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

SEE ATTACHED SIGNATURE PAGE

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

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

Type Name of Individual or Business

**SIGNATURE PAGE
TO UCC-1 FINANCING STATEMENT**

This Signature Page is attached to and incorporated into the UCC-1 Financing Statement naming Living Waters Ministries, Inc., as Debtor and First Commercial Bank as Secured Party. Signatures:

DEBTOR:

LIVING WATERS MINISTRIES, INC.

By: 

Name: **Don A. Brown**

Title: **Senior Pastor, President, and Chief Executive Officer**

By: 

Name: **Tammy J. Mularski**

Title: **Secretary and Treasurer**

By: 

Name: **Richard Moore**

Title: **Trustee**

SECURED PARTY:

FIRST COMMERCIAL BANK

By: 

Name: **Fred R. Ellor**

Title: **Vice President**

SCHEDULE A

All tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including, but not limited to, tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including, but not limited to, ice boxes, refrigerators, ranges, dishwashers, disposals, hoods, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, Venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures, and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

EXHIBIT A

From the Northeast corner of the NW 1/4 of the NW 1/4 of Section 2, Township 20 South, Range 1 West, Shelby County, Alabama, and proceed South along the East boundary of said 1/4-1/4 section for a distance of 656.80 feet; thence North 73 degrees, 20 minutes, 32 seconds West 615.00 feet to the point of beginning of herein described parcel; thence from point of beginning continue along the aforementioned course North 73 degrees, 20 minutes, 32 seconds West 150.00 feet to a point on the Northeasterly right of way boundary of Shelby County Highway No. 47 (right of way = 80 feet); thence North 27 degrees, 46 minutes, 43 seconds West along said right of way for 614.34 feet to a point in a paved road; thence South 87 degrees, 27 minutes, 09 seconds East along the South margin of said paved road for 443.30 feet to a point of intersection with said paved road and a public dirt road to Quinn Cemetery; thence South 9 degrees, 23 minutes, 10 seconds East 342.06 feet; thence South 16 degrees, 39 minutes, 28 seconds West 239.40 feet, back to the point of beginning. The above described parcel of land is located in the NW 1/4 of the NW 1/4 of Section 2, Township 20 South, Range 1 West, and the SW 1/4 of the SW 1/4 of Section 35, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama.

Inst # 2001-10896

03/26/2001-10896
10:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

004 MB

18.00