

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

☐ 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:
M. Beth O'Neill
Maynard, Cooper & Gale, P.C.
1901 6th Avenue North, Suite 2400
Birmingham, AL 35203-2602

Pre-paid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)
Chesser Plantation, LLC
200 Narrows Parkway
Birmingham, Alabama 35242

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)

Nexity Bank
3500 Blue Lake Drive
Suite 330
Birmingham, AL 35238
Attention: Loan Servicing

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

All types (or items) of property described on Schedule I attached hereto and made a part hereof.

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

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 \$ 4,758,000
MORTGAGE FILED SIMULTANEOUSLY HEREWITH
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 0.00

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)

Signatures of Secured Party(ies)
(Required only if filed without debtor's Signature - see Box 6)

***SEE SIGNATURE PAGE ATTACHED HERETO**

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

00674988.2

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

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

Type Name of Individual or Business

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

2001-21360
 Inset
 05/23/2001-21360
 01:19 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 20.00
 006 MEL

FILED WITH: Judge of Probate of Shelby County, Alabama

**UCC-1 FINANCING STATEMENT
SIGNATURE PAGE**

DEBTOR:

CHESSER PLANTATION, LLC,
an Alabama limited liability company

By: The Crest at Greystone, Inc., an Alabama corporation
Its: Member

By:  (Seal)
Name: Mr. William L. Thornton, III
Its: President

**SCHEDULE I
TO
UCC-1 FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land.** The land located in Shelby County, Alabama more particularly described in **Exhibit A**, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located including: (1) all lumber and lumber products, bricks, stones, building blocks, sand, cement, pipes, poles, conduits, hardware, wires, wiring and all other building materials; and (2) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, appliances and installations, vaults, awnings, fire hoses, plumbing, motors, engines, boilers, furnaces, incinerators, and signage and graphics (all of the foregoing hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other

such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including the Development Agreement, leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) **Proceeds.** All proceeds of any of the foregoing.

As used in this **Schedule I**, **Borrower** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in **Exhibit A**. The Borrower is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

**EXHIBIT A
TO
UCC-1 FINANCING STATEMENT**

(Legal Description of Land)

PARCEL 1

A parcel of land situated in the Southeast one-quarter of Section 22 Township 19 South Range 1 West, Shelby County, Alabama. Being more particularly described as follows:

Begin at the Northeast corner of Section 27; thence run in a Westerly direction along said North boundary line of said Section 27 for a distance of 2167.84 feet; thence turn a deflection angle of 141 degrees 07 minutes 21 seconds to the right and run in a Northeasterly direction for a distance of 518.94 feet; thence turn a deflection angle of 21 degrees 02 minutes 38 seconds to the left and run in a Northeasterly direction for a distance of 205.00 feet to the point of beginning of a tangent curve to the right, said curve having a radius of 430.00 feet, a central angle of 36 degrees 41 minutes 10 seconds and a chord distance of 270.65 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 275.33 feet; thence Northeasterly along a straight line tangent to said curve for a distance of 200.91 feet; thence turn a deflection angle of 30 degrees 29 minutes 24 seconds to the left and run in a Northeasterly direction for a distance of 703.45 feet to a point on the North boundary of the Southeast one-quarter of the Southeast one-quarter of said Section 22; thence turn a deflection angle of 53 degrees 15 minutes 26 seconds to the right and run in a Easterly direction along said quarter-quarter for a distance of 909.50 feet to the Northeast corner of Southeast one-quarter of the Southeast one-quarter of said Section 22; thence turn a deflection angle of 92 degrees 40 minutes 51 seconds to the right and run in a Southerly direction along the East boundary of the said quarter-quarter for a distance of 1337.53 feet to the point of beginning.

PARCEL 2

A parcel of land situated in the East one-half of Section 27 Township 19 South Range 1 West, Shelby County, Alabama. Being more particularly described as follows:

Begin at the Northeast corner of said section 27; thence run in a Southerly direction along the East boundary thereof for a distance of 1569.31 feet; thence turn a deflection angle of 44 degrees 00 minutes 07 seconds to the right and run in a Southwesterly direction for a distance of 584.29 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Southeasterly direction for a distance of 125.50 feet; thence turn a deflection angle of 88 degrees 53 minutes 02 seconds to the right and run in a Southwesterly direction for a distance of 362.17 feet; thence turn a deflection angle of 136 degrees 31 minutes 00 seconds to the right and run in a Northerly direction for a distance of 14.25 feet; thence turn a deflection angle of 140 degrees 37 minutes 34 seconds to the left and run in a Southwesterly direction for a distance of 452.61 feet to a point on the South boundary of the Southeast one-quarter of the Northeast one-quarter; thence turn a deflection angle of 49 degrees 40 minutes 32 seconds to the right and run in a Westerly direction along the said South boundary for a distance of 524.06 feet; thence turn a deflection angle of 50 degrees 16 minutes 31 seconds to the left and run in a Southwesterly direction for a distance of 89.99 feet to the point of beginning of a curve to the right, said curve having a radius of 87.96 feet, a central angle of 65 degrees 11 minutes 17 seconds, a chord distance of 94.77 feet and a deflection right of 32 degrees 35 minutes 39 seconds to the chord; thence run in a Southwesterly direction along the arc of said curve for a distance of 100.08 feet; thence turn a deflection angle of 32 degrees 23 minutes 05 seconds to the right and run in a Northwesterly direction for a distance of 49.33 feet; thence turn a deflection angle of 78 degrees 44 minutes 25 seconds to the right and run in a Northerly direction for a distance of 284.98 feet; thence turn a deflection angle of 27 degrees 20 minutes 04 seconds to the right and run in a Northeasterly direction for a distance of 940.10 feet; thence turn a deflection angle of 84 degrees 57 minutes 44 seconds to the left and run in a Northwesterly direction for a distance of 87.03 feet; thence turn a deflection angle of 56 degrees 28 minutes 05 seconds to the right and run in a Northerly direction for a distance of 109.64 feet; thence turn a deflection angle of 21 degrees 46 minutes 52 seconds to the right and run in a Northeasterly direction for a distance of 100.08 feet; thence turn a deflection angle of 40 degrees 13 minutes 22 seconds to the right and run in a Northeasterly direction for a distance of 183.43 feet; thence turn a deflection angle of 11

degrees 09 minutes 41 seconds to the left and run in a Northeasterly direction for a distance of 79.34 feet; thence turn a deflection angle of 20 degrees 23 minutes 33 seconds to the left and run in a Northeasterly direction for a distance of 78.31 feet; thence turn a deflection angle of 01 degrees 37 minutes 38 seconds to the left and run in a Northeasterly direction for a distance of 93.82 feet; thence turn a deflection angle of 05 degrees 00 minutes 51 seconds to the right and run in a Northeasterly direction for a distance of 114.56 feet; thence turn a deflection angle of 35 degrees 24 minutes 32 seconds to the right and run in a Northeasterly direction for a distance of 204.48 feet; thence turn a deflection angle of 85 degrees 49 minutes 06 seconds to the left and run in a Northwesterly direction for a distance of 395.00 feet; thence turn a deflection angle of 126 degrees 08 minutes 18 seconds to the left and run in a Southwesterly direction for a distance of 146.41 feet; thence turn a deflection angle of 25 degrees 39 minutes 28 seconds to the right and run in a Southwesterly direction for a distance of 103.55 feet; thence turn a deflection angle of 46 degrees 17 minutes 05 seconds to the right and run in a Northwesterly direction for a distance of 117.97 feet; thence turn a deflection angle of 44 degrees 11 minutes 49 seconds to the right and run in a Northwesterly direction for a distance of 231.66 feet; thence turn a deflection angle of 94 degrees 33 minutes 08 seconds to the left and run in a Southwesterly direction for a distance of 80.01 feet; thence turn a deflection angle of 89 degrees 05 minutes 29 seconds to the right and run in a Northwesterly direction for a distance of 101.15 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Southwesterly direction for a distance of 30.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northwesterly direction for a distance of 60.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northeasterly direction for a distance of 46.99 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Northwesterly direction for a distance of 100.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northeasterly direction for a distance of 398.58 feet to the point of beginning of a tangent curve to the right, said curve having a radius of 630.00 feet, a central angle of 05 degrees 27 minutes 38 seconds and a chord distance of 60.02 feet; thence run in a Northeasterly direction along the arc of the curve for a distance of 60.04 feet, thence Northeasterly along a straight line that is tangent to said curve for a distance of 55.97 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Northwesterly direction for a distance of 42.14 feet to a point on the North line of said Section 27; thence turn a deflection angle of 114 degrees 01 minutes 55 seconds to the right and run in an Easterly direction along said North boundary for a distance of 825.10 feet to the point of beginning.

ACCESS EASEMENT

The beneficial rights set out in the Declaration of Easement dated May 25, 2001, by Chesser Plantation, LLC to be recorded, subject to the terms and provisions thereof.

Inst # 2001-21360

Exhibit A - 2

00674988.2

05/25/2001-21360
01:19 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MEL 20.00