

NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

122506

IMPORTANT — READ INSTRUCTIONS ON BACK BEFORE FILLING OUT FORM — DO NOT DETACH STUB

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Cheryl Robinson (205-879-5959)	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Cheryl Robinson CORLEY, MONCUS & WARD, P.C. P. O. Box 59807 Birmingham, AL 35259-0807	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Inst # 2002-02329

01/14/2002-02329
11:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 CH 33.00

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME BW & MMC, L.L.C.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 200 Union Hill Drive			CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA
1d. TAX ID #, SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #, SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME FIRST COMMERCIAL BANK						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 800 Shades Creek Parkway			CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

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".

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]		All Debtors		Debtor 1	Debtor 2	

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 SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 9, run in an easterly direction along the south line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and along the north line of Lot 223, Lake Forest Second Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 26, Page 142, for a distance of 250.56 feet to an existing iron rebar being the northeast corner of said Lot 223; thence turn an angle to the right of $98^{\circ} 27' 22''$ and run in a southerly direction along the east line of Lot 224 of said Lake Forest Second Sector for a distance of 228.34 feet to an existing iron rebar being the northwest corner of Lot 408, Lake Forest Fourth Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 28, Page 93; thence turn an angle to the left of 90° and run in an easterly direction for a distance of 140 feet to an existing iron rebar being a corner of Lot 409 of said Lake Forest Fourth Sector; thence turn an angle to the left of $26^{\circ} 37' 13''$ and run in a northeasterly direction for a distance of 160.33 feet to an existing iron rebar being on the southwest right-of-way line of Sweet Leaf Drive and being on a curve, said curve being concave in an easterly direction and having a deflection angle of $7^{\circ} 3' 49''$ and a radius of 325.0 feet; thence turn an angle to the left ($82^{\circ} 56' 11''$ to the chord of said curve) and run in a northwesterly direction along the arc of said curve for a distance of 80.13 feet to the point of ending of said curve; thence turn an angle to the right of $97^{\circ} 03' 49''$ from the chord of last mentioned curve and run in a northeasterly direction for a distance of 193.93 feet to an existing iron rebar being the most northerly corner of Lot 410 of said Lake Forest Fourth Sector; thence turn an angle to the left of $97^{\circ} 49' 13''$ and run in a northwesterly direction along the west line of Lot 411 Lake Forest Fourth Sector for a distance of 115.12 feet to an existing iron rebar being the northwest corner of said Lot 411; thence turn an angle to the right of $105^{\circ} 0'$ and run in an easterly direction along the north line of Lot 411, 412, 413 and 414 of said Lake Forest Fourth Sector for a distance of 475.75 feet to an existing iron rebar; thence turn an angle to the left of $117^{\circ} 0'$ and run in a northwesterly direction for a distance of 425.0 feet to an existing iron rebar; thence turn an angle to the left of $57^{\circ} 29' 52''$ and run in a westerly direction for a distance of 160.0 feet to an existing iron rebar; thence turn an angle to the left of $2^{\circ} 28' 47''$ and run in a westerly direction for a distance of 18.16 feet to an existing iron rebar; thence turn an angle to the right of $122^{\circ} 17' 46''$ and run in a

northeasterly direction for a distance of 89.43 feet to an existing iron rebar; thence turn an angle to the left of $13^{\circ} 30' 25''$ and run in a northeasterly direction for a distance of 164.74 feet to an existing iron rebar; thence turn an angle to the right of $67^{\circ} 02' 53''$ and run in an easterly direction for a distance of 125.74 feet to an existing iron rebar; thence turn an angle to the left of $90^{\circ} 36' 06''$ and run in a northerly direction for a distance of 186.0 feet; thence turn an angle to the right of $90^{\circ} 00' 19''$ and run in an easterly direction for a distance of 3.08 feet; thence turn an angle to the left of $89^{\circ} 59' 41''$ and run in a northerly direction for a distance of 151.08 feet to an existing iron pin; thence turn an angle to the left of $88^{\circ} 14' 10''$ and run in a westerly direction along the south line of Lots 5 and 4 and its westerly extension thereof of Eaglewood Estate First Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 45, for a distance of 669.70 feet to an existing iron pin being the northeast corner of Lot 16 of Eaglewood Estates Third Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 92; thence turn an angle to the left of $89^{\circ} 57' 54''$ and run in a southerly direction along the east line of said Lot 16 for a distance of 169.99 feet to an existing iron pin being the southeast corner of said Lot 16; thence turn an angle to the right of $89^{\circ} 59' 20''$ and run in a westerly direction along the south line of Lots 16, 15, 14, 13, 12 and 11 of said Eaglewood Estates Third Sector for a distance of 839.77 feet to an existing iron pin; thence turn an angle to the left of $84^{\circ} 59' 58''$ and run in a southerly direction along the east line of Lot 26, Corsentino's Addition to Eaglewood 4th Sector 1st Phase, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 17, for a distance of 127.96 feet to an existing iron pin; thence turn an angle to the left of $5^{\circ} 05' 06''$ and run in a southerly direction along the east line of Lot 27 of said Corsentino's Addition to Eaglewood Estates 4th Sector 1st Phase for a distance of 120.13 feet to an existing iron pin; thence turn an angle to the right of $4^{\circ} 33'$ and run in a southerly direction for a distance of 60.03 feet to an existing iron pin being the northeast corner of Lot 128 of said Corsentino's Addition to Eaglewood Estates 4th Sector 1st Phase; thence turn an angle to the left of $8^{\circ} 46' 53''$ and run in a southerly direction along the east line of said Lot 128 for a distance of 153.67 feet to existing iron pin being the southeast corner of said Lot 128; thence turn an angle to the right of $94^{\circ} 02' 06''$ and run in a westerly direction along the south line of said Lot 128 for a distance of 48.72 feet to an existing iron pin; thence turn an angle to the left of $89^{\circ} 40' 29''$ and run in a southerly direction for a distance of 124.64 feet to an existing iron rebar; thence turn an angle to the right of 90° and run in a westerly direction for a distance of 62.45 feet to an existing iron rebar; thence turn an angle to the left of 90° and run in a southerly direction for a distance of 161.0 feet to an existing iron rebar; thence turn an angle to the right of $9^{\circ} 15'$ and run in a southwesterly direction for a distance of 165.0 feet to an existing iron rebar;

thence turn an angle to the right of $3^{\circ} 0'$ and run in a southwesterly direction for a distance of 97.0 feet to an existing iron rebar; thence turn an angle to the left of $96^{\circ} 41' 28''$ and run in an easterly direction for a distance of 326.44 feet to an existing iron rebar and to a point being on the northwest line of Lot 206, Lake Forest Second Sector; thence turn an angle to the left of $81^{\circ} 16' 09''$ and run in a northeasterly direction along the northwest line of said Lot 206 for a distance of 30.0 feet to an existing iron rebar being the most westerly corner of Lot 207 of Lake Forest Second Sector; thence turn an angle to the right of $32^{\circ} 58' 55''$ and run in a northeasterly direction along the northwest line of said Lot 207 for a distance of 179.52 feet to an existing iron rebar; thence turn an angle to the right of $19^{\circ} 04' 26''$ and run in a northeasterly direction along the northwest line of said Lot 207 and Lot 222 of said Lake Forest Second Sector for a distance of 234.92 feet, more or less, to the point of beginning.