

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] J. Keith Windle (205) 521-8415
B. SEND ACKNOWLEDGMENT TO: (Name and Address) J. Keith Windle Bradley Arant Rose & White LLP 2001 Park Place, Suite 1400 Birmingham, Alabama 35203-2736

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 CALDWELL MILL LLP	1b. INDIVIDUAL'S LAST NAME				FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS c/o Harbar Construction Company, 5502 Caldwell Mill Road				CITY Birmingham		STATE AL	POSTAL CODE 35243	COUNTRY
To TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability partnership	1f. JURISDICTION OF ORGANIZATION Alabama		1g. ORGANIZATIONAL ID #, if any		<input checked="" 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	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 31b)

3a. ORGANIZATION'S NAME FIRST COMMERCIAL BANK	3b. INDIVIDUAL'S LAST NAME				FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS P. O. Box 11746				CITY Birmingham		STATE AL	POSTAL CODE 35202-1746	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

The items and types of property described on the Schedule attached hereto which, together with the Exhibit or Exhibits thereto, are incorporated herein by reference.

Additional Security for Mortgage filed simultaneously herewith

DEBTOR IS RECORD OWNER OF REAL PROPERTY
CROSS INDEX IN REAL PROPERTY RECORDS

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	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

Shelby County Probate

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

NATUCCI - 5/4/01 C T System Online

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

CALDWELL MILL LLP

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID# SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate.

Legal Description attached as Exhibit A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction -- effective 30 years

☐ Filed in connection with a Public-Finance Transaction - effective 30 years

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

Debtor: **Caldwell Mill LLP**
Secured Party: **First Commercial Bank**

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

Lots 4, 5, 6, 10, 11, 12, 15, 16, 19, 20, 21, 25, 26, 27, 31, 32, 33, 37, 38, 39, 43, 44, 45, 51, 52, 55, 56, 57, 61, 62, 63, 67, 68, 74, 77, 78, 79, 80, 83, 84, 85, 89, 90 and 91, according to the Survey of Caldwell Crossings, as recorded in Map Book 29, Page 9, in the Probate Office of Shelby County, Alabama, as amended by re-survey of Lots 79 and 80 recorded in Map Book 29, Page 54 in said Probate Office and as further amended by re-survey of Lots 43 through 47 recorded in Map Book 29, Page 55 in said Probate Office

Inst # 2002-03468

01/22/2002-03468
09:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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