

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Timothy D. Davis -- (205) 930-5132

Inst

2002-07595

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 3520502/13/2002-07595
01:25 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 CH 37.00

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

Wild Timber Development, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

P. O Box 602

CITY

Helena

STATE

AL

POSTAL CODE

35080

COUNTRY

USA

1d. TAXID#: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Ltd Liability Co

1f. JURISDICTION OF ORGANIZATION

Alabama

1g. ORGANIZATIONAL ID #, if any

☒ NONE2. 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

☐ NONE3. 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

SouthTrust Bank

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P.O. Box 2554

CITY

Birmingham

STATE

AL

POSTAL CODE

35290

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All of the equipment, fixtures, contract rights, general intangibles, and tangible 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 located on the real property described on EXHIBIT A attached hereto.

Additional security for mortgage recorded at 2002 / 07593.

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☒ 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 Judge of Probate

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

Schedule I

(1) All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Land");

(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, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Property, 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 Property as between Debtor and Secured Party and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in and to be secured by that certain Mortgage and Security Agreement entered into by and between Debtor and Secured Party simultaneously herewith (as the same may be amended or modified from time to time, the "Mortgage");

(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 Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

(d) All rents, issues, profits, revenues and proceeds of and from the Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Property, or any part thereof), 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 Debtor is not in default under the Mortgage or such collection is not otherwise restricted by the Mortgage.

(2) All of Debtor's right, title and interest in, to and under:

(a) Any and all plans, specifications and drawings relating to the Property and/or Improvements, and any and all modifications thereof and changes thereto;

- (b) All deposit or similar accounts relating to the Property or the Improvements;
- (c) Debtor's books and records relating to the Property or the Improvements;
- (d) All applications and commitments now in existence or hereafter made or issued relating to the permanent financing of the Property and Improvements; and
- (e) All contracts or other agreements to which Debtor now or hereafter is a party or a beneficiary (whether an original party or an assignee or other successor in interest to an original party) relating to the Property and/or the Improvements or to the development, construction, repairing, use, occupancy, equipping, marketing, management, sale or lease of all or any part of the Improvements and/or the Property, and any and all renewals, extensions and modifications of any thereof, and all bonds and other guaranties of payment or performance in favor of Debtor under or with respect to any thereof.

Except as otherwise specifically defined herein, all capitalized words and phrases used herein shall have the respective meanings attributable to them as set forth in the Mortgage, the terms and conditions of which are hereby incorporated herein by this reference.

Exhibit A

Description of Land

Parcel I:

A parcel of land situated in the N 1/2 of the NE 1/4 of Section 10, the SE 1/4 of the SE 1/4 of Section 3, and the SW 1/4 of Section 2, all situated in Township 20 South, Range 2 West, Shelby County, Alabama; being more particularly described as follows:

Beginning the NW corner of the N 1/2 of the NE 1/4 of Section 10, Township 20 South, Range 2 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence South 88 deg. 41 min. 24 sec. East, along the North line of said 1/4-1/4 Section a distance of 1,301.31 feet; thence, leaving said North line North 00 deg. 17 min. 16 sec. West, a distance of 1,303.51 feet; thence South 88 deg. 33 min. 33 sec. East, a distance of 1,323.28 feet; thence North 00 deg. 02 min. 52 sec. West, a distance of 1,304.33 feet; thence North 89 deg. 57 min. 08 sec. East, a distance of 1,320.00 feet; thence South 00 deg. 30 min. 00 sec. East, a distance of 1,347.30 feet; thence South 87 deg. 38 min. 09 sec. East, a distance of 273.33 feet; thence South 02 deg. 03 min. 03 sec. West a distance of 432.21 feet to a point lying on the Northerly right of way line of Shelby County Highway # 11 (80' ROW); thence South 70 deg. 19 min. 38 sec. West, along said right of way line a distance of 1,689.95 feet to the beginning of a curve to the left having a radius of 5,769.51 feet, a central angle of 18 deg. 31 min. 17 sec., and subtended by a chord which bears South 60 deg. 48 min. 30 sec. West, a chord distance of 1,856.94 feet; thence Southwesterly along the arc of said curve, and along said right of way line, a distance of 1,865.05 feet; thence South 51 deg. 32 min. 51 sec. West, along said right of way line a distance of 1,190.55 feet; thence, leaving said right of way line North 88 deg. 28 min. 03 sec. West, a distance of 59.16 feet; thence North 00 deg. 03 min. 59 sec. West, a distance of 1,457.95 feet to the POINT OF BEGINNING.

Parcel II:

A parcel of land located in the West 1/2 of the SW 1/4 of Section 10, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW corner of the West 1/2 of the SW 1/4 of above said Section, Township and Range, said point being the POINT OF BEGINNING; thence South 86 deg. 51 min. 48 sec. East, a distance of 948.03 feet; thence South 02 deg. 34 min. 56 sec. West, a distance of 243.13 feet to a point, said point lying on the Westerly right of way line of Shelby County Highway # 11(80' ROW), said point also being the beginning of a non-tangent curve to the left, having a radius of 1,701.03 feet; a central angle of 21 deg. 02 min 09 sec., and subtended by a chord which bears South 40 deg. 35 min. 58 sec. West, and chord distance of 621.02 feet; thence along the arc of said curve and said right of way line a distance of 624.52 feet; thence South 28 deg. 28 min. 49 sec. West and along said right of way line, a distance of 767.20 feet; thence South 28 deg. 10 min. 28 sec. West and along said right of way line, a distance of 368.15 feet; thence North 00 deg. 15 min. 52 sec. East and leaving said right of way, a distance of 442.41 feet; thence North 00 deg. 15 min. 52 sec. East, a distance of 1,322.78 feet to the POINT OF BEGINNING.

Parcel III:

A parcel of land situated in the NE 1/4 of the NE 1/4 of Section 16, Township 20 South, Range 2 West in Shelby County, Alabama; being more particularly described as follows:

Begin at the NW corner of the NE 1/4 of the NE 1/4 of Section 16, Township 20 South, Range 2 West; said point being the POINT OF BEGINNING; thence run South 89 deg. 29 min. 02 sec. East for a distance of 850.89 feet to a point on the West right of way of Shelby County Highway # 11 (80' ROW); thence run South 27 deg. 57 min. 42 sec. West for a distance of 455.74 feet along said right of way to the beginning of a curve to the right, having a radius of 2,824.99 feet, a central angle of 10 deg. 59 min. 20 sec., a chord length of 540.99 feet and a chord bearing South 35 deg. 28 min. 08 sec. West; thence along the arc of said curve and said right of way a distance of 541.82 feet; thence run South 43 deg. 28 min. 04 sec. West for a distance of 460.72 feet to a point; thence North 00 deg. 18 min. 17 sec. West leaving said right of way for a distance of 1,185.19 feet to the POINT OF BEGINNING.

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 Wild Timber Development, LLC		
OR	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 debtor 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. TAXID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one debtor 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.

That certain real property described more fully in Exhibit A attached hereto and incorporated fully herein by reference.

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

16. Additional collateral description:

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

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Inst # 2002-07595

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