

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Judy Baker (205) 458-5124

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

George M. Taylor, III
Burr & Forman LLP
Post Office Box 830719
Birmingham, Alabama 35283-0719

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

OR
1b. INDIVIDUAL'S LAST NAME
Bowden

FIRST NAME

Wesley

MIDDLE NAME

L.

SUFFIX

Jr.

1c. MAILING ADDRESS

P.O. Box 145

CITY

Sylacauga

STATE

AL

POSTAL CODE

35150

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

n/a

1f. JURISDICTION OF ORGANIZATION

n/a

1g. ORGANIZATIONAL ID #, if any

n/a

☐ 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
Bowden

FIRST NAME

Nora

MIDDLE NAME

M.

SUFFIX

2c. MAILING ADDRESS

P.O. Box 145

CITY

Sylacauga

STATE

AL

POSTAL CODE

35150

COUNTRY

USA

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

n/a

2f. JURISDICTION OF ORGANIZATION

n/a

2g. ORGANIZATIONAL ID #, if any

n/a

☐ 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

SouthTrust Bank

OR
3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P.O. Box 2554, Attn: Commercial Lending Dept.

CITY

Birmingham

STATE

AL

POSTAL CODE

35290

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

The collateral includes all assets of every description of the Debtor and is more particularly described on Exhibit A attached hereto and made a part hereof. The Land referred to on Exhibit A is more particularly described on Exhibit B attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ 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) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Shelby County / Bowden, Wesley 18246552

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		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX
Bowden	Wesley	L. Jr.

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
				<input type="checkbox"/> 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:

The Land referred to on Exhibit A is more particularly described on Exhibit B attached hereto and made a part hereof.

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

EXHIBIT A

THE FOLLOWING COLLATERAL DESCRIBED IN THE MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES FROM DEBTOR IN FAVOR OF FIRST COMMERCIAL BANK AS SECURED PARTY:

(a) All those certain tracts or parcels of land particularly described in Exhibit B attached hereto and 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 fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used or intended to be used in connection with or with the operation of said Land, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(c) All building materials, equipment, fixtures, fittings and personal property of every kind or character now owned or hereafter acquired by Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the Land herein, whether such materials, equipment, fixtures, fittings and personal property are actually located on or adjacent to said Land or not, and whether in storage or otherwise, wheresoever the same may be located, including, but 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, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all 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, including but not limited to:

(a) All rents, profits, issues and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created; (i) any extensions, modifications or renewals thereof and (ii) any guarantees of the lessees' obligations thereunder (all of said leases, if any, together with all such guarantees, modifications, extensions or renewals thereof, being hereinafter collectively referred to as the "Leases"), and (iii) any and all security deposits received by Debtors or any agent of Debtors in connection therewith;

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets.

EXHIBIT B

Property Descriptions

Shelby County

Parcel 1 (16937 US Hwy 280, Chelsea, Shelby County, Alabama 35043)

Lot 2, according to the survey of The Shoppes at the Corners, Phase 2, as recorded in Map Book 26, page 89, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel 2 (5275 US Hwy 280, Harpersville, Shelby County, Alabama 35078)

From the true Southwest corner of the Southwest 1/4 of Section 28, Township 19 South, Range 2 East, run thence East along the true South boundary of said Southwest 1/4 of Southeast 1/4 a distance of 582.97 feet; thence turn 72°06'48" left and run 135.73 feet to a point on the North Boundary of Kymulga Ferry Road, being the Southeast corner of the McDaniel Investment, Inc. lot as described in Instrument 1993-32023, being the point of beginning of herein described lot; thence continue along said course and along the East line of the McDaniel Investment, Inc. lot a distance of 265.18 feet to an iron pin on the South boundary of U.S. Highway 280 (120 foot right-of-way); thence turn 99°09' right and run a chord distance of 256.71 feet to a concrete monument on said Highway boundary; thence turn 75°58'30" right and run 133.95 feet along a right-of-way flair-back to a concrete monument on the North boundary of Kymulga Ferry Road; thence turn 78°11'15" right and run 100.10 feet along said road boundary to a concrete monument; thence turn 90°17'50" left and run 10.0 feet to a concrete monument on said road boundary; thence turn 89°58'20" right and run 179.73 feet along said road boundary to the point of beginning herein described lot; being situated in Shelby County, Alabama.