

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Timothy D. Davis -- (205) 930-5132
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Timothy D. Davis, Esq. Sirote & Permutt, P.C. P.O. Box 55727 Birmingham, AL 35255-5727

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 Smith Properties, L.L.C.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS P. O. Box 939			CITY Pelham	STATE AL	POSTAL CODE 35124	COUNTRY USA
1d. TAXID#: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Co.	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any AL 671-838 <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 Smith Family Companies, Inc.						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS P. O. Box 939			CITY Pelham	STATE AL	POSTAL CODE 35124	COUNTRY USA
2d. TAX ID#: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION Corporation	2f. JURISDICTION OF ORGANIZATION Alabama	2g. ORGANIZATIONAL ID #, if any AL 154-907 <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 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 Debtors, 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.

This UCC-1 is to be cross-indexed in real estate records.

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

Filed as additional security for indebtedness in original amount of \$1,300,000 secured by mortgage recorded herewith on which taxes have already been paid

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR

9a. ORGANIZATION'S NAME
Smith Properties, L.L.C.

9b. INDIVIDUAL'S LAST NAMEFIRST NAMEMIDDLE 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

OR

11a. ORGANIZATION'S NAME

11b. INDIVIDUAL'S LAST NAMEFIRST NAMEMIDDLE NAMESUFFIX

11c. MAILING ADDRESSCITYSTATEPOSTAL CODECOUNTRY

11d. TAXID#: SSN OR EINADD'L INFO RE ORGANIZATION DEBTOR11e. TYPE OF ORGANIZATION11f. JURISDICTION OF ORGANIZATION11g. ORGANIZATIONAL ID #, if any

NONE

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

OR

12a. ORGANIZATION'S NAME

12b. INDIVIDUAL'S LAST NAMEFIRST NAMEMIDDLE NAMESUFFIX

12c. MAILING ADDRESSCITYSTATEPOSTAL CODECOUNTRY

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 real property situated in Shelby County, Alabama described more fully on 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):

Smith Family Companies, Inc. is the record owner of Parcel I of the real estate described on the attached Exhibit A; Smith Properties, L.L.C. is the record owner of Parcel II of the real estate described on the attached Exhibit A.

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

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 Debtors, or either of them, 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 Debtors 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 Debtors 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 Debtors, or either of them; 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 Debtors, or either of them, of, in and to the same, reserving only the right to Debtors to collect the same so long as Debtors are not in default under the Mortgage or such collection is not otherwise restricted by the Mortgage.

(2) All of each 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, or any part thereof;
- (c) Debtors' books and records relating to the Property or the Improvements, or any part thereof;
- (d) All applications and commitments now in existence or hereafter made or issued relating to other financing of the Property and Improvements, or any part thereof; and
- (e) All contracts or other agreements to which any 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 any part thereof, or to the 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 any 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 tract of land situated in the NW 1/4 of Section 30, Township 20 South, Range 2 West, being described as follows:

Commence at the NW corner of said Section and run South 0 degrees 10 minutes 19 seconds East along West line of NW 1/4 1,680.50 feet; thence North 87 degrees 32 minutes 49 seconds East and run 460.40 feet; thence South 0 degrees 10 minutes 38 seconds East and run 60 feet to the point of beginning; thence South 0 degrees 10 minutes 38 seconds East and run 344.09 feet (344.09 feet measured); thence South 89 degrees 49 minutes 22 seconds West and run 105.0 feet; thence North 80 degrees 55 minutes 36 seconds West and run 119.35 feet to a point on a curve to the left having a central angle of 9 degrees 14 minutes 43 seconds and a radius of 966.97 feet; thence North 4 degrees 27 minutes 02 seconds East and along chord of said curve run 155.86 feet; thence North 0 degrees 10 minutes 20 seconds West 127.17 feet to the beginning of a curve to the right having a central angle of 87 degrees 42 minutes 34 seconds and a radius of 25.0 feet; thence North 43 degrees 41 minutes 14 seconds East and along chord of said curve run 34.64 feet to a point, said point being on the South right of way of Pardue Road; thence North 87 degrees 32 minutes 49 seconds East 186.36 feet to the point of beginning. Situated in Shelby County, Alabama.

PARCEL II:

A tract of land located in Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence run Southerly along the West Section line of Section 30, 1309.15 feet; thence left 89 degrees 41 minutes 02 seconds Easterly 659.86 feet; thence an interior angle left of 90 degrees 16 minutes 47 seconds Southerly 350.62 feet; thence right 90 degrees 21 minutes 43 seconds Westerly 200.01 feet; thence left 90 degrees 20 minutes 25 seconds Southerly 100.00 feet to the point of beginning; thence Southerly 294.15 feet; thence left 89 degrees 39 minutes 35 seconds Easterly 517.99 feet; thence left 89 degrees 09 minutes 03 seconds Northerly 294.17 feet; thence left 90 degrees 50 minutes 57 seconds Westerly 524.10 feet to the point of beginning.