

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Matthew Atkins (205) 521-8618
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Matthew Atkins Bradley Arant Rose & White One Federal Place 1819 Fifth Avenue North Birmingham, Alabama 35203-2104

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 Gibson & Anderson Construction, Inc.	FIRST NAME	MIDDLE NAME	SUFFIX
1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS 2539 Rocky Ridge Road	CITY Birmingham	STATE AL	POSTAL CODE 35243
1d. TAX ID # SSN OR EIN	1e. TYPE OF ORGANIZATION corporation	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	FIRST NAME	MIDDLE NAME	SUFFIX
2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
2d. TAX ID#, SSN OR EIN	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 Aliant Bank	FIRST NAME	MIDDLE NAME	SUFFIX
3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS 1100 Corporate Parkway	CITY Birmingham	STATE AL	POSTAL CODE 36238

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.

DEBTOR IS RECORD OWNER OF REAL ESTATE
CROSS REFERENCE IN REAL ESTATE MORTGAGE RECORDS

Additional security for mortgaged filed simultaneously herewith

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) (if applicable) (ADDITIONAL FEE)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

Shelby County Probate

BARW Internal # 174

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		
Gibson & Anderson Construction, Inc.		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

BARW Internal # 48

Shelby County

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> 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.

See Exhibit A for legal description of property

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

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

(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 of Debtor's:

(i) inventory, including all goods, merchandise, raw materials, supplies and other tangible personal property, now owned or hereafter acquired, and all documents now and at any time or times covering or representing any of said property;

(ii) accounts, accounts receivable, contract receivables, contract rights, notes, drafts, acceptances, instruments, chattel paper and general intangibles, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising; and

(iii) equipment, including all furniture, furnishings, machinery, storage shelves and other goods used in the conduct of Debtor's business, now owned or hereafter acquired;

(6) All rents, issues, profits, royalties, income and other benefits derived from the Real Estate (collectively, the "Rents"), now or hereafter existing or entered into;

(7) 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;

(8) 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;

(9) 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;

(10) All right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Real Estate;

(11) 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;

(12) 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

(13) 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
TO
UCC-1 FINANCING STATEMENT**

LEGAL DESCRIPTION

Parcel I:

A parcel of land situated in the Northeast Quarter of Section 11 and the Northwest Quarter of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of Lot 4, Block 6, Cahaba Valley Estates Seventh Sector, as recorded in Map Book 6, Page 82, in the Office of the Judge of Probate, Shelby County, Alabama; said point also being on the Northeast line of an Alabama Power Company right-of-way recorded in Volume 108, Page 379; thence run in a Northeasterly direction along the Southeast line of said Cahaba Valley Estates, Seventh Sector for a distance of 659.43 feet to a point on a curve to the right, having a central angle of 63 degrees, 00 minutes, 39 seconds and a radius of 136.78 feet; thence run along the arc of said curve in a Northeasterly direction for a distance of 150.42 feet to a point; thence run tangent to last states curve in a Northeasterly direction for a distance of 276.81 feet to a point on the South line of said Cahaba Valley Estates, Seventh Sector, said point also being on the Northwest corner of Lot 1 in Cahaba Manor Townhomes, Third Addition, as recorded in Map Book 7, on Page 158, Shelby County, Alabama; thence turn an angle to the right of 82 degrees, 22 minutes 30 seconds and run in a Southeasterly direction along the West line of said Cahaba Manor Townhomes, Third Addition for a distance of 454.39 feet to a point; thence turn an angle to the left of 33 degrees, 08 minutes, 27 seconds and run in a Southeasterly direction along the Southwest line of said Cahaba Manor Townhomes, Third Addition for a distance of 145.96 feet to a point at the Southernmost corner of Cahaba Manor Townhomes, Third Addition; thence turn an angle to the right of 07 degrees, 49 minutes, 12 seconds and run in a Southeasterly direction for a distance of 239.33 feet to a point; thence turn an angle to the right of 150 degrees, 03 minutes, 18 seconds and run in a Westerly direction for a distance of 761.76 feet to a point; thence turn an angle to the left of 90 degrees, 11 minutes, 31 seconds and run in a Southerly direction for a distance of 359.82 feet to a point; thence turn an angle to the right of 90 degrees, 13 minutes, 03 seconds and run in a Westerly direction for a distance of 160.39 feet to the point of beginning.

Subject to the creation, declaration and reservation by and for the benefit of Grantor and his heirs and assigns and the adjacent lands known as the Meadow Wood Apartments of a 60 foot wide non-exclusive easement for purposes of ingress and egress to and from the entrance to Meadow Wood Apartments more particularly described as follows:

Part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the most easterly corner of Lot 4, Block 6, Cahaba Valley Estates- Seventh Sector, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 6, Page 82, run in a northeasterly direction along the end of the existing road right-of-way for Valleyview Road for a distance of 60.0 feet to the most southerly corner of Lot 13, Block 5, of said Cahaba Valley Estates – Seventh Sector; thence turn an angle to the right of 90 degrees 10 minutes and run in a southeasterly direction for a distance of 160.20 feet to a point on the northwest line of the Meadow Wood apartment complex; thence turn an angle to the right of 89 degrees 45 minutes 38 seconds and run in a southwesterly direction along the northwest property line of said apartment complex for a distance of 60.0 feet; thence turn an angle to the right of 90 degrees 14 minutes 22 seconds and run in a northwesterly direction for a distance of 160.28 feet, more or less, to the point of beginning.

Parcel II:

Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the most southerly corner of Lot 21-A, Resurvey of Lots 21, 22, 23, 24 and Vacated Portion of Cahaba Manor Trail, Cahaba Manor Townhomes, Third Addition, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 10, Page 73, run in a northeasterly direction along the southeast line of said Lot 21-A for a distance of 70.02 feet to the southwest corner of Lot 20, Cahaba Manor Townhomes, Third Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 158, thence turn an angle to the right 35 degrees 45 minutes and run in an easterly direction along the south line of said Lot 20 and 19 and 18 of said subdivision for a distance of 110.0 feet; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 10.0 feet; thence turn an angle to the right of 90 degrees and run in an easterly direction for a distance of 125.0 feet; thence turn an angle to the left of 90 degrees and run in a northerly direction for a distance of 10.0 feet to the southeast corner of Lot 4, Cahaba Manor Townhomes, First Addition, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 57; thence turn an angle to the right and run in an easterly direction along the end of the existing road right-of-way for a distance of 50.0 feet to the southwest corner of Lot 5 of said Cahaba Manor Townhomes, First Addition; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 10.0 feet; thence turn an angle to the left of 90 degrees and run in an easterly direction for a distance of 130.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 189.36 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 25 degrees 0 minutes and run in a southwesterly direction for a distance of 243.68 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 67 degrees 44 minutes 34 seconds and run in a southeasterly direction for a distance of 37.82 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 67 degrees 44 minutes 34 seconds and run in a southwesterly direction for a distance of 296.97 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 92 degrees 07 minutes 18 seconds and run in a northwesterly direction for a distance of 340.23 feet to the most southerly corner of the Meadow Wood Apartments property; thence turn an angle to the right of 89 degrees 59 minutes 12 seconds and run in a northeasterly direction for a distance of 359.79 feet; thence turn an angle to the left of 60 degrees 02 minutes 18 seconds and run in a northwesterly direction for a distance of 239.32 feet, more or less, to the point of beginning.

Subject to the creation, declaration and reservation by and for the benefit of Grantor and his heirs and assigns and the adjacent lands known as the Meadow Wood Apartments of a non-exclusive 50 foot wide easement for ingress and egress to and from the entrance to Meadow Wood Apartments more particularly described as follows:

Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the SW corner of Lot 5, Cahaba Manor Townhomes – First Addition, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 57, run in a southerly direction along an extension of the west line of said Lot 5 or the east right-of-way line of Cahaba Manor Drive for a distance of 10.0 feet to the southerly edge of an existing 10 foot dedicated alley; thence turn an angle to the left of 90 degrees and run in an easterly direction for a distance of 130.0 feet to an existing iron rebar; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 189.36 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 25 degrees 0 minutes and run in a southwesterly direction for a distance of 135.86 feet to the point of beginning; thence continue in a southwesterly direction along last mentioned course for a distance of 50.0 feet; thence turn an angle to the right of 90 degrees and run in a northwesterly direction for a distance of 130.0 feet; thence turn an angle to the right of 90 degrees and run in a northeasterly direction for a distance of 50.0 feet; thence turn an angle to the right of 90 degrees and run in a southeasterly direction for a distance of 130.0 feet, more or less, to the point of beginning.