

## 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, Alabama 35255-5727	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME Peltown Realty Company				
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 10 Cross Creek Trail			CITY Pelham	STATE AL POSTAL CODE 35124 COUNTRY USA
1d. TAXID#: SSN OR EIN [REDACTED]	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION general 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 <u>one</u> 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 <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> 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.

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 checked="" type="checkbox"/> 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) [optional]		All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>			
8. OPTIONAL FILER REFERENCE DATA						

Filed as additional security for indebtedness in original amount of \$3,200,000 secured by mortgage recorded herewith on which taxes have already been paid  
FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

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  
Peltown Realty Company

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.

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

Debtor is the record owner 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 (hereinafter 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 other 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 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

The following described property situated in Shelby County, Alabama:

#### PARCEL I:

Commence at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 12, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama and run thence South 01° 31' 57" East along the West line of said quarter-quarter section a distance of 174.15' to a point; thence run South 72° 53' 37" East a distance of 286.62' to a steel rebar corner on the southerly margin of Crosscreek Trail and the point of beginning of the property, Parcel -I, being described; thence run South 89° 55' 46" West along said margin of said Crosscreek Trail a distance of 103.25' to the P.C. (Point of curvature, Beginning point of a curve) of a curve to the right having a central angle of 29° 41' 33" and a radius of 662.59'; thence run Northwesterly along the arc of said curve an arc distance of 343.38' to the P.T. (Point of tangency, End of curve) of said curve; thence run North 61° 00' 01" West along said margin of said Crosscreek Trail a distance of 478.65' to a corner on the southerly margin of said Crosscreek Trail and in the centerline of Bishop Creek; thence run along the centerline of Bishop Creek the following thirty (30) calls: South 18° 32' 25" West 51.54' to a corner; thence South 11° 19' 01" East 97.84' to a corner; thence South 06° 26' 44" West 46.05' to a corner; thence South 59° 41' 01" West 80.41' to a corner; thence South 87° 38' 56" West 63.20' to a corner; thence North 43° 46' 49" West 212.53' to a corner; thence North 49° 33' 58" West 72.48' to a corner; thence North 64° 02' 57" West 72.51' to a corner; thence North 54° 53' 38" West 85.83' to a corner; thence North 51° 41' 28" West 111.86' to a corner; thence North 43° 42' 15" West 78.03' to a corner; thence North 18° 57' 42" West 73.32' to a corner; thence North 40° 16' 22" West 52.37' to a corner; thence North 49° 11' 46" West 62.95' to a corner; thence North 60° 38' 51" West 43.16' to a corner; thence North 76° 03' 57" West 43.92' to a corner; thence South 74° 17' 41" West 39.08' to a corner; thence South 50° 29' 01" West 40.63' to a corner; thence South 28° 04' 40" West 53.28' to a corner; thence South 34° 47' 19" West 61.53' to a corner; thence South 24° 40' 59" West 84.07' to a corner; thence South 21° 37' 02" West 44.25' to a corner; thence South 19° 57' 40" West 58.77' to a corner; thence South 11° 10' 34" West 64.69' to a corner; thence South 16° 57' 10" West 68.80' to a corner; thence South 01° 07' 55" West 63.48' to a corner; thence South 05° 42' 43" East 75.59' to a corner; thence South 09° 44' 31" East 103.74' to a corner; thence South 14° 31' 34" East 84.98' to a corner; thence South 18° 17' 34" East 34.42' to a corner; thence run South 89° 57' 31" East out of creek and overland a distance of 449.17' to a steel property corner; thence run South 49° 26' 34" East a distance of 299.32' to a steel property corner; thence run North 89° 54' 46" East a distance of 968.04' to a steel property corner; thence run North 21° 55' 36" East a distance of 109.72' to a property corner; thence run North 34° 05' 50" East a distance of 252.80' to a property corner on the southerly margin of Crosscreek Trail, a public street in the City of Pelham, Alabama and the point of beginning.

#### PARCEL II:

Beginning at the northwest corner of the southwest quarter of the northeast quarter of Section 12, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama and run thence North 89° 54' 17" East along the north line of said quarter-quarter section a distance of 485.52' to a found rebar corner; thence run South 00° 07' 22" East a distance of 199.97' to a found rebar corner on the northerly margin of Crosscreek Trail, a public street in Pelham, Alabama; thence run North 89° 52' 51" West along said margin of said Crosscreek Trail a distance of 310.67' to the P.C. (Point of curvature, Beginning point of a curve) of a curve to the right having a central angle of 29° 41' 33" and a radius of 602.59'; thence run northwesterly along the arc of said curve an arc distance of 312.28' to the P.T. (Point of tangency, End

point of a curve) of said curve; thence run North 61° 00' 01" West along said margin of said Crosscreek Trail a distance of 489.72' to a point in the centerline of Bishop Creek; thence run North 23° 36' 00" East along centerline of said creek a distance of 158.48' to a corner; thence run North 30° 07' 19" East along centerline of said creek a distance of 195.36' to a corner; thence run North 23° 21' 21" East along centerline of said creek a distance of 101.21' to a corner; thence run North 15° 19' 58" East along centerline of said creek a distance of 132.17' to a corner; thence run North 17° 43' 07" East along centerline of said creek a distance of 116.37' to a corner; thence run North 26° 25' 55" East along centerline of said creek a distance of 89.32' to a corner; thence run North 33° 21' 45" East along centerline of said creek a distance of 111.68' to a corner; thence run North 49° 51' 00" East along centerline of said creek a distance of 91.15' to a corner; thence run North 57° 42' 31" East along centerline of said creek a distance of 96.26' to the intersection of said centerline of said creek with the east line of the northeast quarter of the northwest quarter of same said Section 12; thence run South 01° 31' 57" East along the east line of said northeast quarter of the northwest quarter of Section 12 a distance of 1,047.23' to the point of beginning.