

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
William S. Wright Balch & Bingham LLP P. O. Box 306 Birmingham, AL 35201

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 American Land Development Corp.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 260 Commerce Parkway		CITY Pelham	STATE AL	POSTAL CODE 35214
				COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any
				☒ 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		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
				☐ 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 New South Federal Savings Bank				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 510 Lorna Square		CITY Birmingham	STATE AL	POSTAL CODE 35216
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A and Exhibit B hereto incorporated herein by reference.

This financing statement is filed as additional security for a mortgage recorded contemporaneously herewith upon which the mortgage recording tax has been paid.

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						

Judge of Probate Shelby County, Alabama

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

American Land Development Corp.

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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

☐ 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:

See Exhibit B attached hereto

16. Additional collateral description:

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

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

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

NATUCC1 - 5/4/01 C T System Online

EXHIBIT A
DESCRIPTION OF COLLATERAL
[COUNTY FILING]

"Debtor" means American Land Development Corp.

"Secured Party" means New South Federal Savings Bank

"Land" means the property described on Exhibit B hereto

"Collateral" means the Land, the Improvements and all other real and personal property described herein

- (a) All buildings, structures, fixtures, fittings, and improvements of every nature whatsoever now or hereafter situated on the Land (the "Improvements") and all building materials, machinery, equipment, furniture and furnishings and other personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said Land or Improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such Improvements, building materials, machinery, equipment, furniture, furnishings and other personal property are actually located on or adjacent to the Property or not and whether in storage or otherwise wheresoever the same may be located;
- (b) To extent of Debtor's right, title and interest, all accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (c) 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, leases, rights, titles, interest, 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 or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property,

possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

- (i) All rents, royalties, profits, issues and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and
 - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.
- (d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b) or (c) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b) or (c) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: **Debtor.**

PROVIDED AS ADDITIONAL SECURITY FOR REAL ESTATE MORTGAGE RECORDED
CONTEMPORANEOUSLY HERewith.

EXHIBIT B

DESCRIPTION OF REAL PROPERTY

The following property situated in Shelby County, Alabama:

Parcel I

Part of Section 20, Township 20 South, Range 3 West, Shelby County, more particularly described as follows:

Beginning at an existing iron rebar being the most easterly corner of Lot 81A, Resurvey of Lots 12, 13, 14, 15, 16, 28, 29, 32, 43, 53, 54, 55, 56, 57, 58, 59, 60, 79, 80, 81, 82 & 83, Old Cahaba II-B, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 30, Page 124, run in a northeasterly direction along an extension of the southeast line of said Lot 81A and along the existing end of the dedicated road right of way for Old Cahaba Parkway for a distance of 60.0 feet; thence turn an angle to the right of 90° and run in a southeasterly direction for a distance of 626.64 feet; thence turn an angle to the left of $99^{\circ} 0'$ and run in a northeasterly direction for a distance of 710.16 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $6^{\circ} 30'$ and run in a northeasterly direction for a distance of 546.12 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $1^{\circ} 34' 10''$ and run in a northeasterly direction for a distance of 115.34 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $103^{\circ} 27' 51''$ and run in a southeasterly direction for a distance of 145.31 feet and to a point on a curve, said curve being concave in a southeasterly direction and having a central angle of $0^{\circ} 32' 21''$ and a radius of 2125.0 feet; thence turn an angle to the left (90° to the tangent) and run in a northeasterly direction along the arc of said curve for a distance of 20.0 feet to the most southerly corner of Lot 1208, First Addition Old Cahaba Phase 3, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 28, Page 133; thence turn an angle to the right and run in a southeasterly direction along the end of the existing dedicated road right of way for Old Cahaba Drive for a distance of 50.0 feet to a point on the southeast right of way line of said Old Cahaba Drive and as shown on said record map of First Addition Old Cahaba Phase 3, said southeast right of way line of Old Cahaba Drive being on a curve, said curve being concave in a southeasterly direction and having a central angle of $0^{\circ} 54' 53''$ and a radius of 2075.00 feet; thence turn an angle to the left and run in a northeasterly direction along the arc of said curve and along the southeast right of way line of said Old Cahaba Drive for a distance of 33.13 feet to an existing iron rebar being the most westerly corner of Lot 1207 of said First Addition Old Cahaba Phase 3; thence turn an angle to the right and run in a

southeasterly direction along the southwest line of said Lot 1207 for a distance of 150.0 feet to the most southerly corner of said Lot 1207; thence turn an angle to the right of $103^{\circ} 44' 31''$ and run in a southwesterly direction for a distance of 123.80 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $26^{\circ} 33' 06''$ and run in a southwesterly direction for a distance of 435.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $3^{\circ} 15'$ and run in a southwesterly direction for a distance of 153.28 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $3^{\circ} 15'$ and run in a southwesterly direction for a distance of 563.41 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $65^{\circ} 01' 34''$ and run in a southeasterly direction for a distance of 110.0 feet; thence turn an angle to the right of $89^{\circ} 39' 53''$ and run in a southwesterly direction for a distance of 130.0 feet to an existing iron rebar set by Laurence D. Weygand and being on a curve, said curve being concave in a westerly direction and having a central angle of $31^{\circ} 32' 59''$ and a radius of 415.39 feet; thence turn an angle to the left ($59^{\circ} 25' 53''$ to the chord of said curve) and run in a southerly direction along the arc of said curve for a distance of 228.73 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $62^{\circ} 12' 27''$ and run in a southeasterly direction for a distance of 362.71 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $14^{\circ} 38' 42''$ and run in a southeasterly direction for a distance of 84.39 feet; thence turn an angle to the left of $95^{\circ} 03' 11''$ and run in a northeasterly direction for a distance of 199.67 feet; thence turn an angle to the left of $63^{\circ} 37' 36''$ and run in a northwesterly direction for a distance of 112.81 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $54^{\circ} 21' 40''$ and run in a northeasterly direction for a distance of 235.69 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $68^{\circ} 10' 43''$ and run in a northeasterly direction for a distance of 146.14 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $27^{\circ} 12' 50''$ and run in a northeasterly direction for a distance of 200.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $22^{\circ} 48' 06''$ and run in a northeasterly direction for a distance of 141.02 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $61^{\circ} 17' 57''$ and run in a northeasterly direction for a distance of 202.08 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $60^{\circ} 03' 24''$ and run in a southeasterly direction for a distance of 81.03 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $106^{\circ} 18' 06''$ and run in a northeasterly direction for a distance of 174.03 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $50^{\circ} 08' 15''$ and run in an easterly direction for a distance of 133.73 feet to an existing iron rebar; thence turn an angle to the

right of $25^{\circ} 05' 13''$ and run in a southeasterly direction for a distance of 70.0 feet to an existing iron rebar; thence turn an angle to the right of $25^{\circ} 05' 13''$ and run in a southeasterly direction for a distance of 133.73 feet to an existing iron rebar; thence turn an angle to the right of $51^{\circ} 50' 38''$ and run in a southerly direction for a distance of 112.10 feet to an existing iron rebar; thence turn an angle to the right of $2^{\circ} 35' 52''$ and run in a southerly direction for a distance of 65.0 feet; thence turn an angle to the right of $1^{\circ} 37' 58''$ and run in a southwesterly direction for a distance of 54.08 feet to an existing iron rebar; thence turn an angle to the left of $148^{\circ} 38' 17''$ and run in a northeasterly direction for a distance of 494.57 feet to an existing iron rebar being on the southerly line of Lot 1158, Second Addition Old Cahaba Phase 3, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 29, Page 39; thence turn an angle to the right of $47^{\circ} 09' 10''$ and run in a easterly direction along the south line of said Lot 1158 for a distance of 95.84 feet, more or less, to an existing iron rebar being the most easterly corner of said Lot 1158; thence turn an angle to the left of $125^{\circ} 33' 53''$ and run in a northwesterly direction along the northeast line of said Lot 1158 for a distance of 36.78 feet to the most southerly corner of Lot 1157 of said Second Addition Old Cahaba Phase 3; thence turn an angle to the right of $83^{\circ} 28' 47''$ and run in a northeasterly direction for a distance of 460.39 feet to an existing iron rebar being the most easterly corner of Lot 1151 of said Second Addition Old Cahaba Phase 3; thence turn an angle to the right of $105^{\circ} 41' 03''$ and run in a southeasterly direction for a distance of 30.0 feet to an existing iron rebar; thence turn an angle to the left of $14^{\circ} 23' 48''$ and run in a southeasterly direction for a distance of 88.59 feet to an existing iron rebar being the most southerly corner of Lot 1148 of said Second Addition Old Cahaba Phase 3; thence turn an angle to the left of 90° and run in a northeasterly direction for a distance of 55.16 feet to an existing iron rebar being the point of beginning of a curve, said curve being concave in a westerly direction and having a central angle of $80^{\circ} 22' 19''$ and a radius of 25.0 feet; thence turn an angle to the left and run in a northeasterly and northerly direction along the arc of said curve for a distance of 35.07 feet to the point of ending of said curve; thence run in a northwesterly direction along a line tangent to the end of said curve for a distance of 9.85 feet; thence turn an angle to the right of 90° and run in a northeasterly direction along the end of the existing dedicated road right of way for a distance of 50.0 feet; thence turn an angle to the right of 90° and run in a southeasterly direction of 31.97 feet to the point of beginning of another curve, said latest curve being concave in a northeasterly direction, having a central angle of $10^{\circ} 16' 10''$ and a radius of 218.33 feet; thence turn an angle to the left and run in a southeasterly direction along the arc of said curve for a distance of 39.13 feet to the point of ending of said curve; thence turn an angle to the right ($75^{\circ} 10' 18''$ from the chord of last mentioned curve) and run in a southwesterly direction for a distance of 79.67

feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $0^{\circ} 40' 14''$ and run in a southwesterly direction for a distance of 292.87 feet to an existing iron rebar set by Laurence D. Weygand and being on the south line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 20; thence turn an angle to the right of $3^{\circ} 18' 33''$ and run in a southwesterly direction for a distance of 1556.57 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $1^{\circ} 22' 08''$ and run in a southwesterly direction for a distance of 627.41 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $3^{\circ} 22' 51''$ and run in a southwesterly direction for a distance of 315.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $12^{\circ} 58' 13''$ and run in a southwesterly direction for a distance of 457.44 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $0^{\circ} 6' 49''$ and run in a southwesterly direction for a distance of 133.83 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90° and run in a northwesterly direction for a distance of 820.07 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $41^{\circ} 00' 47''$ and run in a northerly direction for a distance of 305.75 feet to an existing iron rebar; thence turn an angle to the right of $82^{\circ} 39' 25''$ and run in a northeasterly direction for a distance of 60.41 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $36^{\circ} 15' 46''$ and run in a northeasterly direction for a distance of 824.13 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $87^{\circ} 39' 50''$ and run in a southeasterly direction for a distance of 160.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 90° and run in a northeasterly direction for a distance of 190.0 feet to the point of beginning of a curve, said curve being concave in a westerly direction, having a central angle of $56^{\circ} 29' 43''$ and a radius of 355.39 feet; thence turn an angle to the left and run in a northeasterly, northerly and northwesterly direction along the arc of said curve for a distance of 350.43 feet to the point of ending of said curve; thence turn an angle to the left ($133^{\circ} 45' 07''$ from the chord of last mentioned curve) and run in a southwesterly direction for a distance of 120.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $98^{\circ} 57' 12''$ and run in a northwesterly direction for a distance of 80.99 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $8^{\circ} 44' 06''$ and run in a northwesterly direction for a distance of 80.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $0^{\circ} 13' 37''$ and run in a northwesterly direction for a distance of 80.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90° and run in a northeasterly direction for a distance of 120.0 feet to an existing iron rebar

set by Laurence D. Weygand; thence turn an angle to the left of 90° and run in a northwesterly direction for a distance of 620.0, more or less, to the point of beginning.

EXHIBIT C

SIGNATURES OF DEBTOR AND SECURED PARTY

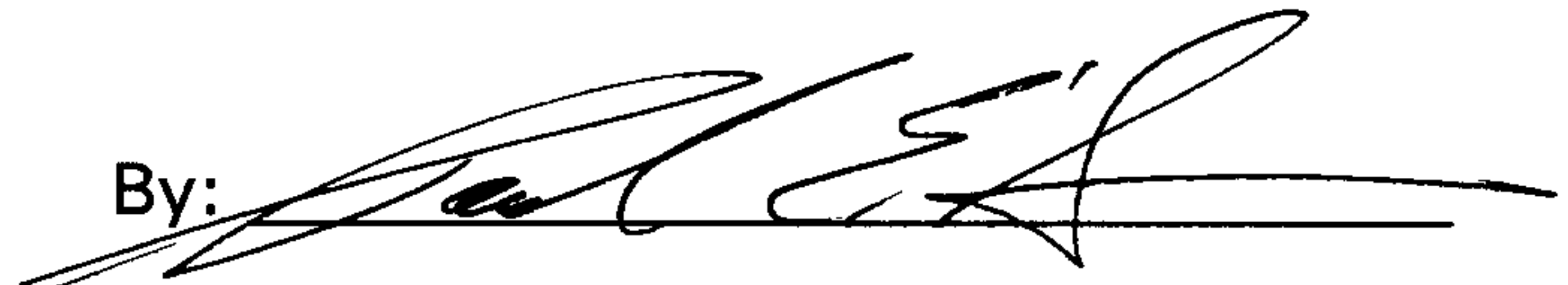
DEBTOR:

**AMERICAN LAND DEVELOPMENT
CORP.**

By: 
Gary W. Thomas
Its 

SECURED PARTY:

**NEW SOUTH FEDERAL SAVINGS
BANK**

By: 
Its: VICE PRESIDENT