

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] <b>Peter E. Barber (205) 874-0314</b>
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Peter E. Barber Wallace, Jordan, Ratliff &amp; Brandt, LLC P.O. Box 530910 Birmingham, AL 35253</b>

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 <b>Homewood Investment Company, L.L.C.</b>						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>P.O. Box 531006</b>			CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35253</b>	COUNTRY <b>USA</b>
1d. TAX ID #: SSN OR EIN [REDACTED]	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>LLC</b>	1f. JURISDICTION OF ORGANIZATION <b>Alabama</b>		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 <b>Longview, LLC</b>						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS <b>P.O. Box 531006</b>			CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35253</b>	COUNTRY <b>USA</b>
2d. TAX ID #: SSN OR EIN [REDACTED]	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any <input checked="" 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 <b>Heritage Bank</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS <b>301 North 20th Street</b>			CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35203</b>	COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

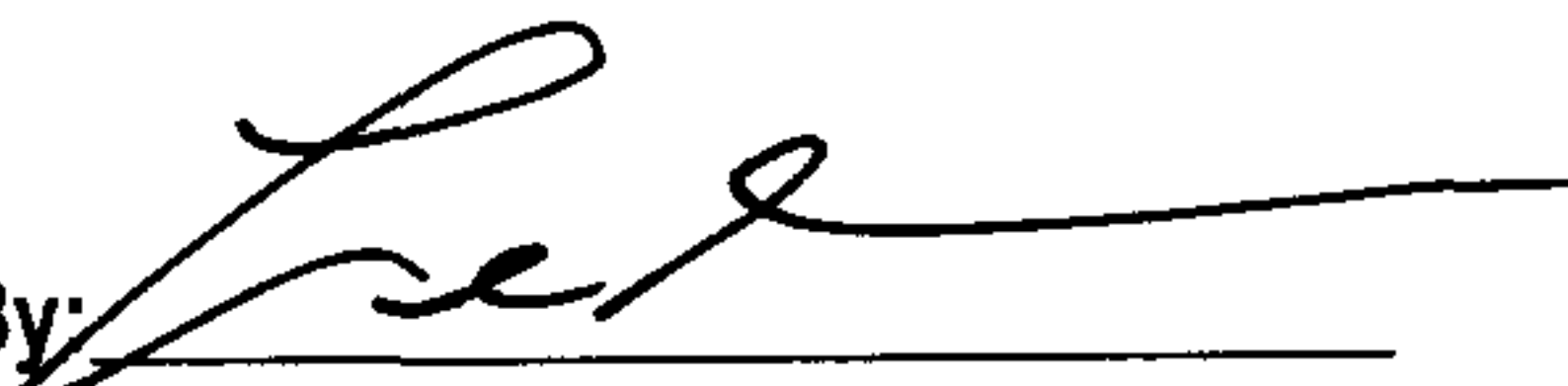
**SEE ATTACHED SCHEDULES "A" AND "B"**

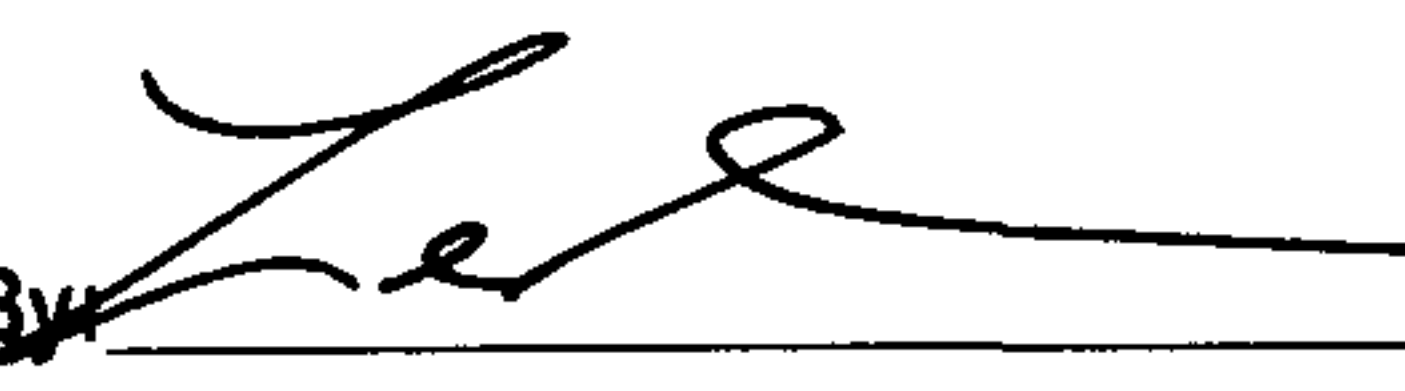
Value - \$ 1,275,000.00 Mortgage and Security Agreement filed herewith on February 27, 2004 and recorded in Probate Records of Shelby County, Alabama as Instrument # 20040227000101090

Homewood Investment Company, L.L.C.

Longview, LLC

Sworn and subscribed before me  
on 02/26/04.

By:   
Len B. Shannon, III, Member

By:   
Len B. Shannon, III, Member

Notary Public:   
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA  
MY COMMISSION EXPIRES: DEC 17, 2006  
BONDED THROUGH NOTARY PUBLIC UNDERWRITING

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 [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 <b>003998-0017</b>							

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 Homewood Investment Company, L.L.C.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

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

OR	11a. ORGANIZATION'S NAME				
	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)

OR	12a. ORGANIZATION'S NAME				
	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 ATTACHED SCHEDULE "B"

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

## **EXHIBIT A TO UCC-1 FINANCING STATEMENT**

Debtor: Homewood Investment Company, LLC and Longview, LLC

Secured Party: Heritage Bank

The Collateral includes, without limitation:

(a) All that tract or parcel or parcels of land and estates more particularly described in Exhibit B attached hereto and made a part hereof;

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Exhibit B (the "Mortgaged Property"), and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever (including, without limitation, property and collateral described in the Financing Statements executed, authorized or approved in connection herewith which are incorporated herein by reference as if set forth fully and at length) now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in Exhibit B or not and whether in storage or otherwise wheresoever the same may be located;

(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, 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 the Borrower, 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 the Borrower of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Borrower, however, so long as Borrower 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 Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' 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 proceeds, cash or non-cash (including, but not limited to, all inventory, accounts, chattel paper, documents, instruments, tort and insurance proceeds, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs(a), (b), or (c) above.



**EXHIBIT B TO UCC-1 FINANCING STATEMENT**

Part of the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the locally accepted Southeast corner of said Northwest 1/4 of Northwest 1/4 of Section 31, run in a Westerly direction along the South line of said 1/4 - 1/4 section for a distance of 313.95 feet to an existing iron pin; thence turn an angle to the right of 7 degrees 53 minutes 38 seconds and run in a Northwesterly direction for a distance of 466.67 feet to an existing iron rebar set by Laurence D. Weygand and being on the East right-of-way line of Little Mountain Circle; thence turn an angle to the right of 102 degrees 04 minutes 26 seconds and run in a Northeasterly direction along the East right-of-way line of said Little Mountain Circle for a distance of 40.0 feet to an existing iron rebar; thence turn an angle to the right of 74 degrees 17 minutes 26 seconds and run in an Easterly direction for a distance of 224.32 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 24 degrees 01 minutes 57 seconds and run in a Northeasterly direction for a distance of 48.83 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 27 degrees 45 minutes 15 seconds and run in a Northeasterly direction for a distance of 34.92 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 19 degrees 34 minutes 50 seconds and run in a Northeasterly direction for a distance of 37.95 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 10 degrees 48 minutes 49 seconds and run in a Northeasterly direction for a distance of 72.22 feet to an existing iron rebar; thence turn an angle to the right of 76 degrees 15 minutes 40 seconds and run in an Easterly direction for a distance of 231.61 feet to an existing iron rebar; thence turn an angle to the right of 97 degrees 02 minutes 36 seconds and run in a Southerly direction for a distance of 21.0 feet to an existing iron rebar; thence turn an angle to the left of 92 degrees 20 minutes 15 seconds and run in an Easterly direction for a distance of 209.28 feet to an existing iron rebar; thence turn an angle to the right of 86 degrees 42 minutes 13 seconds and run in a Southerly direction along the East line of said 1/4 - 1/4 section for a distance of 207.59 feet, more or less, to the point of beginning.

Situated in Shelby County, Alabama.