

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

|                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. NAME & PHONE OF CONTACT AT FILER [optional]<br>John E. Hagefstration, Jr. (205) 521-8621                                                                                                         |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address)<br><br>John E. Hagefstration, Jr.<br>Bradley Arant Rose & White LLP<br>One Federal Place<br>1819 Fifth Avenue North<br>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<br>E. R. Development, Inc.                                    |  |                                   |                                         |                                                                             |
| OR                                                                                    |  |                                   |                                         |                                                                             |
| 1b. INDIVIDUAL'S LAST NAME                                                            |  | FIRST NAME                        | MIDDLE NAME                             | SUFFIX                                                                      |
| 1c. MAILING ADDRESS<br>c/o Equity Resources, LLC, 3800 Corporate Woods Dr., Suite 100 |  | CITY<br>Birmingham                | STATE<br>AL                             | POSTAL CODE<br>35242                                                        |
| To TAX ID # SSN OR EIN                                                                |  | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION<br>corporation | 1f. JURISDICTION OF ORGANIZATION<br>Alabama                                 |
|                                                                                       |  |                                   |                                         | 1g. ORGANIZATIONAL ID #, if any<br><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    |  |                                   |                          |                                                                  |
| OR                         |  |                                   |                          |                                                                  |
| 2b. INDIVIDUAL'S LAST NAME |  | FIRST NAME                        | MIDDLE NAME              | SUFFIX                                                           |
| 2c. MAILING ADDRESS        |  | CITY                              | STATE                    | POSTAL CODE                                                      |
| 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<br><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<br>First Commercial Bank |  |                     |             |                      |
| OR                                               |  |                     |             |                      |
| 3b. INDIVIDUAL'S LAST NAME                       |  | FIRST NAME          | MIDDLE NAME | SUFFIX               |
| 3c. MAILING ADDRESS<br>800 Shades Creek Parkway  |  | CITY<br>Birmingham, | STATE<br>AL | POSTAL CODE<br>35209 |
|                                                  |  |                     |             | COUNTRY<br>USA       |

4. This FINANCING STATEMENT covers the following collateral:

See attached Schedule 1 with its attached Exhibit A, incorporated herein by reference, for description of the collateral.

CROSS REFERENCE IN REAL ESTATE RECORDS

Filed as additional security for mortgage filed simultaneously herewith.

|                                                                                                                   |                                                                                    |                     |               |              |          |                |
|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------|---------------|--------------|----------|----------------|
| 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 | 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 ref. 354) F2935/72953

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

NATUCCI - 5/4/01 C T System Online

# 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

OR

E. R. Development, Inc.

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS:

File with Judge of Probate of Shelby County, Alabama  
BARW internal reference #121

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.

Please see attached Exhibit A

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

**SCHEDULE 1  
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 **Exhibit 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 rents, issues, profits, royalties, fees, income and other benefits derived from the Real Estate (collectively, the "Rents"), now or hereafter existing or entered into;

(6) 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;

(7) 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;

(8) 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;

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

(10) 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;

(11) 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

(12) 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.

**Debtor: E. R. Development, Inc.**

**Secured Party: First Commercial Bank**

## EXHIBIT A

### Legal Description

#### Parcel I

Part of Section 31 and part of Section 32, both in Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the most Southerly corner of Lot 1331, Amended Map of Weatherly Wixford Forest-Sector 13, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 22, Pages 23 A and B, run in a Northeasterly direction along the Southeast line of Lots 1331, 1332, 1333, 1334, 1335 and 1336 for a distance of 1075.0 feet to an existing iron rebar being the most Easterly corner of said Lot 1336; thence turn an angle to the right of 2 degrees 0 minutes and run in a Northeasterly direction along the Southeast lines of Lots 1337 and 1338 for a distance of 490.0 feet to an existing iron rebar; thence turn an angle to the left of 11 degrees 53 minutes 31 seconds and run in a Northeasterly direction along the Southeast lines of Lots 37, 38, 39, 40, 41 of Weatherly Windsor Sector 11, as recorded in the Office of the Judge of Probate, Shelby County, in Map Book 18, Page 80, and also the Southeast line of Lot 42, A Resurvey of Lots 41, 42 and 43, Weatherly Windsor Sector 11, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 18, page 84, for a distance of 1378.99 feet to an existing iron rebar; thence turn an angle to the left of 29 degrees 59 minutes 17 seconds and run in a Northerly direction along the East line of said Lot 42 and Lot 43 of A Resurvey of Lots 41, 42 and 43, Weatherly Windsor Sector 11 for a distance of 141.95 feet; thence turn an angle to the right of 89 degrees 52 minutes 48 seconds and run in an Easterly direction along the South line of Lot 43 of said subdivision for a distance of 154.29 feet; thence turn an angle to the left of 90 degrees 00 minutes 28 seconds and run in a Northerly direction along the East line of said Lot 43 and along the East line of Lots 48, 49, 50 and 51 of Weatherly Windsor Sector 11, as recorded in Map Book 18, Page 80 for a distance of 1311.82 feet; thence turn an angle to the right of 96 degrees 41 minutes 40 seconds and run in an Easterly direction along the South line of Lot 113, Weatherly Windsor Sector 8, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 16, Page 110 for a distance of 374.31 feet to an existing iron pin; thence turn an angle to the right of 0 degrees 10 minutes 06 seconds and run in an Easterly direction along the South line of Lot 112 of said Weatherly Windsor Sector 8 for a distance of 310.11 feet to an existing iron pin; thence turn an angle to the left of 0 degrees 19 minutes 38 seconds and run in an Easterly direction along the South line of Lot 109, Weatherly Oxford Sector 10, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Page 38, for a distance of 225.29 feet to an existing iron pin; thence turn an angle to the left of 0 degrees 03 minutes 35 seconds and run in an Easterly direction for a distance of 63.19 feet to an existing iron pin; thence turn an angle to the right of 0 degrees 12 minutes 54 seconds and run in an Easterly direction along the South line of Lot 108, Weatherly Oxford Sector 10, as recorded in Map Book 9, Page 38, for a distance of 240.0 feet to an existing iron pin; thence turn an angle to the right of 0 degrees 31 minutes 47 seconds and run in an Easterly direction for a distance of 450.38 feet to an existing iron rebar; thence turn an angle to the left of 0 degrees 39 minutes 28 seconds and run in an Easterly direction for a distance of 314.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 115 degrees 48 minutes 11 seconds and run in a Southwesterly direction for distance of 1,914.62 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 59 degrees 12 minutes 48 seconds and run in a Southeasterly direction for a distance of 219.08 feet to a point on a curve, said curve being concave in an Northwesterly direction, having a central angle of 9 degrees 04 minutes 34 seconds and a radius of 1,440.28 feet; thence turn an angle to the right (90 degrees to the tangent) and run in a Southwesterly direction along the arc of said curve for a distance of 228.15 feet to the point of ending of said curve; thence run in a Southwesterly direction along a line tangent to the end of said curve for a distance of 827.97 feet to the point of beginning of a new curve, said curve being concave in a Southeasterly direction and having a central angle of 20 degrees 13 minutes 34 seconds and a radius of 604.44 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 213.37 feet to the point of ending of said curve and the point of beginning of a new curve, said newest curve being concave in a Southeasterly direction and having a central angle of 49 degrees 38 minutes 38 seconds

and a radius of 639.13 feet; thence turn an angle to the left and run in a Southwesterly and Southerly direction along the arc of said curve for a distance of 553.77 feet to the point of ending of said curve; thence run in a Southerly direction along a line tangent to the end of said curve for a distance of 490.39 feet to the point of beginning of a new curve, said latest curve being concave in a Northwesterly direction and having a central angle of 37 degrees 06 minutes 32 seconds and a radius of 481.06 feet; thence turn an angle to the right and run in a Southerly and Southwesterly direction along the arc of said curve for a distance of 311.57 feet to the point of ending of said curve; thence run in a Southwesterly direction along a line tangent to the end of said curve for a distance of 1,302.67 feet to the point of beginning of another curve, said curve being concave in a Northwesterly direction and having a central angle of 31 degrees 51 minutes 26 seconds and a radius of 345.35 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 192.02 feet to the point of ending of said curve; thence run in a Southwesterly direction along a line tangent to the end of said curve for a distance of 12.07 feet to the point of beginning of another curve, said latest curve being concave in a Southeasterly direction and having a central angle of 24 degrees 59 minutes 01 seconds and a radius of 366.22 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 159.69 feet to the point of ending of said curve; thence run in a Southwesterly direction along a line tangent to the end of said curve for a distance of 248.82 feet to the point of beginning of a new curve, said latest curve being concave in a Northwesterly direction and having a central angle of 13 degrees 15 minutes 37 seconds and a radius of 442.61 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 102.43 feet to the point of ending of said curve; thence run in a Southwesterly direction along a line tangent to the end of said curve for a distance of 191.62 feet to the point of beginning of a curve, said curve being concave in a Northerly direction and having a central angle of 34 degrees 25 minutes 37 seconds and a radius of 272.08 feet; thence turn an angle to the right and run in a Westerly direction along the arc of said curve for a distance of 163.49 feet to the point of ending of said curve; thence run in a Westerly direction along a line tangent to the end of said curve for a distance of 20.11 feet to the point of beginning of a new curve, said newest curve being concave in a Southerly direction and having a central angle of 14 degrees 13 minutes 31 seconds and a radius of 571.06 feet; thence turn an angle to the left and run in a Westerly direction along the arc of said curve for a distance of 141.78 feet to the point of ending of said curve; thence run in a Westerly direction along a line tangent to the end of said curve for a distance of 147.54 feet to the point of beginning of a new curve, said curve being concave in a Northeasterly direction and having a central angle of 87 degrees 42 minutes 40 seconds and a radius of 466.35 feet; thence turn an angle to the right and run in a Northwesterly and Northerly direction along the arc of said curve for a distance of 713.91 feet to the point of ending of said curve; thence run in a Northerly direction along a line tangent to the end of said curve for a distance of 250.0 feet to a point at the end of a road right-of-way for Weatherly Club Drive; thence turn an angle to the right of 90 degrees and run in an Easterly direction along the end of said road right-of-way for a distance of 60.0 feet; thence turn an angle to the right of 90 degrees and run in a Southerly direction for a distance of 250.0 feet to the point of beginning of a curve, said curve being concave in a Northeasterly direction and having a central angle of 50 degrees 22 minutes 26 seconds and a radius of 406.35 feet; thence turn an angle to the left and run in a Southerly and Southeasterly direction along the arc of said curve for a distance of 357.26 feet; thence turn an angle to the left of (90 degrees 38 minutes 29 seconds to tangent) and run in a Northeasterly direction for a distance of 360.06 feet to an existing iron rebar; thence turn an angle to the right of 7 degrees 59 minutes 59 seconds and run in a Northeasterly direction for a distance of 552.73 feet to an existing iron rebar being on the Southeast line of Lot 1323 of said Amended Map of Weatherly Wixford Forest-Sector 13; thence turn an angle to the right of 2 degrees 33 minutes 44 seconds and run in a Northeasterly direction along the Southeast lines of Lots 1323, 1324, 1325, 1326, 1327, 1328, 1329 and 1330 Amended Map of Weatherly Wixford Forest-Sector 13 for a distance of 786.52 feet, more or less, to the point of beginning.

LESS AND EXCEPT:

Lots 2603, 2606, 2607, 2611, 2612, 2613, 2614, 2615, 2623, 2624 in Weatherly Highlands, The Ledges – Sector 26 Phase One as recorded in Map Book 26, Page 145, in the Office of the Judge of Probate of Shelby County, Alabama.

LESS AND EXCEPT entire survey of Weatherly Highlands, Club Drive – Sector 27 as recorded in Map Book 27, Page 98, in the Office of the Judge of Probate of Shelby County, Alabama, excepts Lots 2719, 2720 and 2702.

LESS AND EXCEPT entire survey of Weatherly Highlands, The Cove – Sector 28 – Phase One as recorded in Map Book 27, Page 99, in the Office of the Judge of Probate of Shelby County, Alabama.

LESS AND EXCEPT entire survey of Weatherly Highlands The Cove Sector 27 – Phase II, as recorded in Map Book 30, Page 64 and refiled in Map Book 30, Page 92.

Parcel II

Lots 2600, 2601, 2602, 2604, 2605, 2608, 2609, 2610, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, according to the Survey of Weatherly Highlands The Ledges – Sector 26 – Phase One, as recorded in Map Book 26, Page 145, in the Probate Office of Shelby County, Alabama.

Together with certain rights and benefits under the Declaration of Protective Covenants for Weatherly Highlands, the Ledges – Sector 26 – Phase I dated May 4, 2000 and filed of record as Inst. No. 2000-14750, in the Probate Office of Shelby County, Alabama, including, without limitation, the rights and benefits of the insured as successor in interest to Weatherly Partners, L.L.C. under the Covenants.

Parcel III

Lots 2702, 2719 and 2720, according to the survey of Weatherly Highlands Club Drive – Sector 27, as recorded in Map Book 27, Page 98, in the Probate Office of Shelby County, Alabama.

Together with certain rights and benefits under the Declaration of Protective Covenants for Weatherly Highlands, the Ledges – Sector 27 dated November 9, 2000 and filed of record as Inst. No. 2000-38937, in the Probate Office of Shelby County, Alabama, including, without limitation, the rights and benefits of the insured as successor in interest to Weatherly Partners, L.L.C. under the Covenants.