

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] JAY F. PUMROY, ESQUIRE (256) 236-4222	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) WILSON, DILLON, PUMROY & JAMES, L.L.C. P. O. BOX 2333 ANNISTON, ALABAMA 36202	

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 MCWHORTER PROPERTIES-ALABASTER, L.L.C.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1200 WALNUT AVENUE		CITY ANNISTON	STATE AL	POSTAL CODE 36201
1d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LIMITED LIAB.CO.	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 COLONIAL BANK, N.A.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P. O. BOX 370		CITY ANNISTON	STATE AL	POSTAL CODE 36202
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL IMPROVEMENTS, PERSONAL PROPERTY, FIXTURES AND OTHER TYPES OR ITEMS OF PERSONAL PROPERTY DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND SITUATED OR TO BE PLACED ON THE REAL ESTATE DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, TOGETHER WITH ALL ADDITIONS AND ACCESSIONS THERETO AND PROCEEDS THEREOF.

THIS FINANCING STATEMENT IS GIVEN AS ADDITIONAL SECURITY FOR THE INDEBTEDNESS SECURED BY THAT MORTGAGE AND SECURITY AGREEMENT FROM DEBTOR TO SECURED PARTY RECORDED CONCURRENTLY HEREWITH, IN BOOK _____, PAGE _____, IN THE AMOUNT OF \$10,470,000.00.

20040507000243210

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) [OPTIONAL FEE]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA RECORD IN THE PROBATE RECORDS OF 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		
OR MCWHORTER PROPERTIES-ALABASTER, 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

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. ☐ 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:

16. Additional collateral description:

SEE ATTACHED EXHIBIT.

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

SAME AS DEBTOR.

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"

A parcel of land situated in the South ½ of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 2337.92 feet to a point at the intersection of said Section line and the Northeasterly Right-of-Way line of U.S. Highway No. 31; thence $37^{\circ}21'23''$ to the right in a Northwesterly direction along said Right-of-Way line a distance of 240.61 feet to a concrete Right-of-Way monument; thence $1^{\circ}35'30''$ to the left in a Northwesterly direction along said Right-of-Way line a distance of 49.67 feet to the POINT OF BEGINNING of the parcel described herein; thence continue along the last described course and along said Right-of-Way line a distance of 450.05 feet to a concrete Right-of-Way monument at the intersection of said Right-of-Way line and the Easterly Right-of-Way line of Interstate Highway No. 65; thence $28^{\circ}21'35''$ to the right in a Northwesterly direction along said Easterly Right-of-Way line of Interstate Highway No. 65 a distance of 162.31 feet to a concrete Right-of-Way monument; thence $27^{\circ}44'36''$ to the right in a Northerly direction along said Right-of-Way line a distance of 519.07 feet to a point; thence $65^{\circ}47'12''$ to the right in a Northeasterly direction (leaving said Right-of-Way line) a distance of 477.04 feet to a point; thence $75^{\circ}20'35''$ to the right in a Southeasterly direction a distance of 205.52 feet to the P.C. (point of curve) of a curve to the right having a radius of 1500.00 feet and a central angle of $25^{\circ}50'16''$; thence in a Southeasterly and Southerly direction along the arc of said curve a distance of 676.43 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 25.00 feet and a central angle of $91^{\circ}56'33''$; thence in a Southerly, Southwesterly and Westerly direction along the arc of said curve a distance of 40.12 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Westerly direction a distance of 28.42 feet to the P.C. (point of curve) of a curve to the left having a radius of 525.00 feet and a central angle of $17^{\circ}16'02''$; thence in a Westerly and Southwesterly direction along the arc of said curve a distance of 158.22 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 90.75 feet to the P.C. (point of curve) of a curve to the left having a radius of 225.00 feet and a central angle of $45^{\circ}33'32''$; thence in a Southwesterly direction along the arc of said curve a distance of 178.91 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 72.60 feet to the P.C. (point of curve) of a curve to the right having a radius of 62.00 feet and a central angle of $8^{\circ}48'01''$; thence in a Southwesterly direction along the arc of said curve a distance of 9.52 feet to the POINT OF BEGINNING.

Containing 613,143 Square Feet or 14.076 Acres.

EXHIBIT B

**COLLATERAL COVERED BY FINANCING STATEMENT
NAMING
MCWHORTER PROPERTIES-ALABASTER, L.L.C., AS DEBTOR
AND
COLONIAL BANK, N.A., AS SECURED PARTY**

All of the following, whether now owned or hereafter acquired by Debtor: (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the land (the "Land") described in Exhibit "A", attached hereto and made a part hereof (the "Improvements"); (b) all equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personal Property") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements; (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements; (e) all plans and specifications for the Improvements; (f) all Debtor's rights (but not its obligations) under any contracts relating to the Land, the Improvements or the Personal Property; (g) all deposits (including tenants' security deposits), bank accounts, funds, instruments, notes or chattel paper arising from or by virtue of any transactions relating to the Land, the Improvements or the Personal Property; (h) all Debtor's rights (but not its obligations) under any documents, contract rights, accounts, commitments, construction contracts, architectural agreements, and general intangibles (including, without limitation, trademarks, trade names and symbols) arising from or by virtue of any transactions related to the Land, the Improvements or Personal Property; (i) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements and the Personal Property; (j) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements or the Personal Property or any interest therein; (k) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property; (l) all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of

eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law; (m) all rights, title and interest of Debtor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; (n) all of the leases, rents, royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder; (o) all consumer goods located in, on or about the Land or the Improvements or used in connection with the use or operation thereof; (p) all rights, hereditaments and appurtenances pertaining to the foregoing; and (q) other interests of every kind and character that Debtor now has or at any time hereafter acquires in and to the Land, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor's rights under and with respect to all agreements regarding parking, common area maintenance, connections with adjacent properties and cross-easements with respect to adjoining properties. If the estate of Debtor in any of the above-described property is a leasehold estate (the "Leasehold Estate"), this financing statement shall cover all additional title, estate, interest, and other rights that may hereafter be acquired by Debtor in the property demised under the lease creating the Leasehold Estate.