

20050217000077310 Pg 1/11 46.00 Shelby Cnty Judge of Probate, AL 02/17/2005 10:14:00 FILED/CERTIFIED

NAME & PHONE O 952-996-0270 S.		FILER (optional)					
SEND ACKNOWLE		Name and Addres	s)				
7808 Cr Suite 25	dge Capital eekridge Ci 50 4N 55439			THE ABOVE SP	ACE IS FOR FIL	ING OFFICE USE (NLY
I I		sert only one debtor nam	e (1a or 1b) – do not abbreviate or com	pine names			
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1b. INDIVIDUAL'S LAST			FIRST NAME		MIDDLE NAME		SUFFIX
MAILING ADDRESS Station 6060			Montevalio		STATE	POSTAL CODE	COUNTRY
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ADDITIONAL DEBTOR'S		SAL NAME - insert only	one debtor name (2a or 2b) – do not at	breviate or combine na	mes	· · · · · · · · · · · · · · · · · · ·	
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SECURED PARTY'S NA		TAL ASSIGNEE of ASSIG	SNOR S/P) – insert only one secured pa	rty name (3a or 3b)			· · · · · · · · · · · · · · · · · · ·
3a. ORGANIZATION'S N	AME						
Heritage Ban 3b. INDIVIDUAL'S LAST			FIRST NAME		MIDDLE NAME		SUFFIX
MAILING ADDRESS			OITV				
MAILING ADDRESS 120 1st Ave N			Great Fails		STATE	POSTAL CODE 59401	COUNTRY
Reference to: Lease Agreement No. Lease Schedule No. Equipment descriptions of, to	lo. UNI022604 . 001R tion: See Attacl	hed Exhibit A, tog	jether with all proceeds, at	achments, parts	s, accessions,	replacements a	nd
		ESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR ☐	BAILEE/BAILOR] SELLER/BUYER	☐ AG. LIEN ☐	NON-UCC FILIN
LTERNATIVE DESIGNATIO	N (if applicable): 🔯 L	COOLLILLOOOK					
This FINANCING STATES ESTATE RECORDS. Att	MENT is to be filed [for		7. Check to REQUEST SEARCH REP (ADDITIONAL FEE)	ORT(S) on Debtor(s) (optional)	☐ All Debtors	Debtor 1	☐ Debto

ME OF FIRST DEPTOR (4	nt and back) CAREFU	·	VT			
9a. ORGANIZATION'S NAME	a UI TU) UN KELATED	I HAVIACHAO O I V I PINITI				
University of N	Iontevallo					
1b. INDIVIDUAL'S LAST NAME		MIDDL	E NAME, SUFFIX			
MISCELLANEOUS:						
					IS FOR FILING OFFIC	E USE ONLY
ADDITIONAL DEBTOR'S EX	·	ME – insert only one name (11a or 112b) – do not abbreviate or combine na	mes		<u> </u>
11b. INDIVIDUAL'S LAST NAM	<u> </u>	<u>. </u>	FIRST NAME	MIDDLE NAME		SUFFIX
c. MAILING ADDRESS		<u> </u>	CITY	STATE	POSTAL CODE	COUNTRY
0	DD'L INFO RE 11e TY RGANIZATION EBTOR	PE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZ	ZATIONAL ID #, if any	NONE
12b. INDIVIDUAL'S LAST NAI c. MAILING ADDRESS 7808 Creekridge Ci	ME	est Capital Access	FIRST NAME CITY Edina	MIDDLE NAM STATE MN	POSTAL CODE 55439	COUNTRY
This FINANCING STATEMENT of its filed as a txture filing. Description of real estate: See attached	overs Timber to be cut	or as extracted collateral	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): University of Montevallo		17. Check only if applicable and check only Debtor is a ☐ Trust or ☐ Trustee acting to	one box. with respect to prope	erty held in trust or De	cedent's Estate	
			18. Check only if applicable and check only Debtor is a TRANSMITTING UTILITY Filed in connection with a Manufactured Filed in connection with a Public-Finance	-Home Transaction -	- effective 30 years	

Exhibit A

to

UCC-1

Lease Agreement No. UNI022604 Lease Schedule No. 001R Equipment Description

Manufacturer	<u>Qty</u>	Machine/Model	Equipment Description	<u>Serial Number</u>
Best Access	9	BAS-3PMCTX	12/24 Volts 2.5 Amp DC Power Supply	
Best Access	3	BAS-5PMCTX	12/24 Volts 4 Amp DC Power Supply	
Best Access	22	BAS-1320	2 Reader Board - Interface BASIS	
Best Access	62	SE-1078C	3/4" White Door Contact	
Best Access	41	ELK-1270	7 Amp Battery Back-up	
Best Access	3	ZZ-AA&CG-0715-PCH196	AA&CG model 0715-PCH196, lexan reader housing 14x14"	
			keylocked	
Best Access	3	ZZ-AA&CG-0715-PS042	AA&CG model 0715-PS042, standard height (42") pedestal, black	k
Best Access	9	AX-PD8	Altronix Fuse Board	
Best Access	23	ME-30012-OW-OH-BK	BASIS 2010 Magnetic Card Reader-12VDC	
Best Access	9	BAS-500	BASIS 500 Panel	
Best Access	1	BAS-OD/BI	C-Bord Odyssey to BASIS Interface	
Best Access	1	BAS-SWG-1225	Data Exchange Module IMP/EXP	
Best Access	5		Double Door	
Best Access	40		Electrical Parts: Conduit, Fittings, Wire, Etc	
Best Access	1	BAS-CTX	Enclosure - BASIS	
Lantronix	9	MO11-11AA-002-01	Lan Serial T Board	
Best Access	1	ME-31012-OW-OT-OH-BK	Magnetic Card Access Reader - Mercury	
Best Access	8	ME-31012-OW-OH-BK	Magnetic Card Access Reader w/keypad - 12 VDC	
Best Access	4	HD-5365EGP00	MiniProx, Gray w/Pigtail leads (5-16 VDC)	
Best Access	20		Misc parts to re-use existing wiring	
Best Access	2		Misc. Electric parts - Wires, connectors, etc.	
Best Access	3		Misc. Parts: Concrete, conduit, etc.	
Best Access	25	HD-1346LSSMN	ProxKey II Proximity Access Keyfob	
Best Access	25		Single Door	
Best Access	1		Single Door #36	
Best Access	2		Single Door East/West Cross	
Best Access	31	ME-WP-10BK	Wall Plate cover for single gang electrical box	
Best Access	j	ME-WP-10-BK	Wall Plate cover for single gang electrical box	

Location: University of Montevallo

Station 6060

Montevallo, AL 35115



7808 Creekridge Circle, Suite 250 Edina, MN 55412 (952) 996-0270

WAIVER AND CONSENT

Lease Agreement No. Schedule No.

UNI022604 001

WHEREAS, the undersigned hold certain interests in the below-described real property ("Property") and the Lessee has entered into that certain Lease Agreement dated February 26, 2004 ("Lease") with Best Capital Access ("Lessor") for the lease of certain structures and/or equipment located on the Property described below or in Exhibit A ("Equipment"), a copy of which is attached. NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below and on the reverse side.

NOTARIES REQUIRED FOR ALL SIGNATURES

Lessee	(s) of Equip	pment:	Corporate Notary:
	sity of Mont		State of thtBAMA
	1	(please print of type full name)	State of ///////////////////////////////////
By:	Cypita	10/11-04	County of Steris
	Signature	Date	
	1. P. 10 u	wines Affairs/TREASUR	On this day of MTCH, 200 O+, before
		Title (corporation only)	The state of the s
	Cinnet	D = 40	me, a Notary Public within and for TEUSY County, personally
	Signature	Date	appeared CINTHA LARRETT to me personally known, and
		Title (corporation only)	
		Title (corporation only)	to me personally known to be an officer, to wit, V
Owner	r(s) of Real	Estate: .	an officer of UNIVERSITY of MONTHURLO
	Unive	ersily of Montevallo	an officer of ONICE CALL INDICEMENT
		, (please print or type full name)	
By:	C yout	(please print or type full name) 3-11-04	instrument on behalf of said corporation as such officer, who being duly sworn, did
	Signature	Business Affairs / Treas	cay that he is such officer of said corneration described in and which executed this
	<i>V.</i> 1.	Business Affairs/TREAS	instrument, that the seal affixed to this instrument is the corporate seal of said
		Title (corporations only)	corporation, and that said instrument was executed on behalf of the corporation by
			authority of its Board of Directors; and said corporation executed the same.
	Signature	Date	Flowburg Misser
		Title (componentions on by)	Notary Public
		Title (corporations only)	
Real F	state Morte	gagee(s), Contract Holders(s), Lienholder(
14041 1.	Neces Tilor of	Sagoo(s), Conteract Horactic(s), Dichinoract (
		(please print or type full name)	———— Corporate Notary:
By:			State of
•	Signature	Date) ss.
		 	County of)
		Title (corporations only)	
		·	On this day of, 200, before
	Signature	Date	me, a Notary Public within and for County, personally
			County, personally
		Title (corporations only)	appeared to me personally known, and
Ι Δεςρά	(s) of Real	Fstata.	to me personally known to be an officer, to wit,
LCSSCC	(a) Of Ittal	Doute.	an officer of
	· · · · · · · · · · · · · · · · · · ·	(please print or type full name)	an officer of
By:		Transport to the state of the s	a corporation, and to me personally known to be the person who executed this
J·	Signature	Date	instrument on behalf of said corporation as such officer, who being duly sworn, did
			say that he is such officer of said corporation described in and which executed this
		Title (corporations only)	instrument, that the seal affixed to this instrument is the corporate seal of said
		· 	corporation, and that said instrument was executed on behalf of the corporation by authority of its Board of Directors; and said corporation executed the same.
	Signature	Date	authority of his board of Directors, and said corporation executed inc sainc.
		Title (corporations only)	Notary Public
Fanis.	ment Descrip	ation: See Attached Eyhibit A	
Equipi	ment Descrip	otion: See Attached Exhibit A	
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ounty of) ss.)	
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Notary Public within and for	<u>. </u>	County, personally
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- 1. The Equipment shall remain severed from the Property;
- 2. Even if attached to the Property, the Equipment shall retain its personal character, shall be removable from the Property, shall be treated as personal property with respect to the rights of the parties, and shall not become a fixture or a part of the Property;
- 3. Title and ownership of the Equipment shall remain with Lessor;
- 4. The Equipment shall not be subject to the lien of any secured transaction or instrument heretofore or hereafter arising against the Property or any other structure to which it is placed;
- Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Equipment without further notice, to or further permission of, charge for, or obligation to, the Parties, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to Lessor, Lessor may remove the Equipment or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case, the Parties will make no claim or demand whatsoever against the Equipment. In the event of any such default by Lessee, at Lessor's option, the Equipment may remain upon the Property free of rent or any charge for use and occupancy for a period not exceeding three (3) months after the receipt by Lessor of written notice from the Parties directing removal. Lessor shall repair damage to the Property caused by Lessor's removal of the Equipment;
- 6. The Equipment may remain on the Property without charge for the duration of the Lease and for a reasonable time thereafter, in order that Lessor may remove the Equipment; and
- 7. Lessor and Lessee may agree, without affecting the validity of the Agreement, to extend, amend or in any way modify the terms of payment or performance of any of Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the Parties.

All of the Parties agree that Lessor may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Waiver and Consent Agreement will remain fully valid and in effect and binding upon the Parties for the benefit of such above-referenced persons or entities.

This Waiver and Consent Agreement binds all of the Parties, their (its) heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

Deed 1210 AG 12040 204

THE STATE OF ALABAMA. KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the do Grant, Bargain, Sell and Convey unto the said the following described Real Estate, towait: in Towards Twenty-true (22) Panets Prange met 3/ Heat. Which parts or beginning Corner of the land herby conveyed seem at the Center a ptanie bus he Waltboundary line of skil feether Twenty one (21) set Just North of the reals, miles Corners our out fine and sun thenget 141 11. 619 feet to be Renter of a drain or Wet weather branch, hence Tollowing the Center of said Afair n. 400 6 280.2 feet there in 14° 45' 16 401, 3, Just there is the 33' 49' NT", 63, 2 feet this being the out the fort the description of the let heliby conveyed faul a post the post of the 16 former of the 18 61/4 101 1 1 51/4 10 dant figure I welly 20 and the point of dutilise clear of the Quarte to King Sheet as prolonged thence S. A 10043' It, alder the West out of Dail King bluet, 4000 feet to the Northeast Coroner of the alabama Grils 'Industrial school and Morrow as alabama Birls Tichmical Systetutes from there & 87° 37' ft /8/4.6 feet to the Chiter of and drain and thuce northeasterly along the Center of saidy drain fallowing the meanthering thereof to the starting bound of the land hereby Conseyful the Office Cantaining 1806 a Che and theing designaled at Lef 14 # 3" as shown I the seles duck map of Menly, & Hung

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heirs, executors and assigns, forever, against the IN WITNESS WHEREOF. OXC	e lawful claims of all persons,	handand seal,	this 1716-	day of Qui	*******
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THE STATE OF ALABAMA, Co.	$\{p, p\}$	maynig	~ Natan	Juduc	*********
in and for said County and Hate, hereby certif	y that whose name	is of the	o the foregoing conveys	non and minor	
arknowledged before me on this day, that being	informed of the contents of t	14		Coluntarily on the day th	he same b
Given under my band, this	day of	91	1100	13500-	000
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who, being examined separate and apart from t	he husband touching her sign:	ture po the within co	nveyance, scknowledged	hat she signed the same of	of her own
and accord, and without fear, constraints or thr IN WITNESS WHEREOF, I hereuto a	, 🛩	day of	July 1	191.2	
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THE STATE OF ALABAMA,		• ·	•	•	•
bereby certify that	mty.]			regoing conveyance, know	-
before me this day, and, being aworn, stated the	A t			*	•
the Grantor voluntarily executed the same in the presence of the Orantorand Given under my hand, this			subscribed his name as a	witness in his presence.	tt, that we
(5145H BROST HI) MERRY (3118	· ••• •• • • • • • • • • • • • • • • •	J B ,	ه ۱ د د چه د د د د د د د و د و د د د د د د د د د		······· -,
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D. Book 41

Sarah E. Nabors

Page 286

a widow

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Dated 21st July 1908 Filed 1st Sept. 1908

WARRANTI

Conad'n: \$8,500 paid.

Alabama Girls Industrial School, a corporation

CONVEYS:

The following described real estate lying and being situate in the Town of Montevallo, in County of Shelby and State of Alabama to-wit:

A tract of land adjoining the present Alabema Girls Industrial School campur on the North and including parts of the Nwt of Swt, the Swi of the Nwi of Section 21 and the SBi of NEi of Section 20, all in Township 22 South Range 3 West, the said parties being particularly described as follows: Beginning at the center of a stone on the West boundary line of said Section 21, set 8.5 feet North of the half mile corner stone, on said line and running thence S. 41 deg B. 565.7 feet, thence M. 45 deg 51' B. 243.5 feet; thence S. 41 deg E. 852.5 feet to West boundary line of King Street, according to the survey and map of Lyman's Addition to the Town of Montevalle as recorded in the office of the Judge of Probete of said Shelby County, the said point being the present Mortheast corm r of the said School campus, thence M. 10 deg 43' E along the said West line of said King Street and a prolengation of the same, 1800 feet, thence S. 87 deg 37' # 1814.6 feet to the center of a certain drain or wet weather branch, thence Southwesterly along the conter of said drain folling the meanderings thereof to the Mortiernmost corner of the present school grounds and thence 8. 41 deg E 619 feet to the point of beginning containing 43.40 acres more or less, the said property hereby conveyed being lots "A #1" containing 13.52 acres and lot "A #2" containing 29.88 acres, as shown by the survey and map of Meade E. Buey, Civil Engineers, blue print of which is herete attached and made a part of this conveyance as to said two lots, designated as aforesaid.

> Jeneral eck. of grantor on 21st July 1908 before Wm. Lyman N. P. Shelby County, Alabama.

BOTE: THEREIS BO MAP ATTACHED TO THIS DEED.

Prench Mabors and wife, Sarah &. Mabors

Dated 31st July 1895
Filed 18th Jany. 1896
Consd'n: \$300 paid.

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Wm. C. Oates

to

Jno. C. Turner

WA RRAN TY

Jno. Purifor

H. M. Jackson

Geo. B. Eager

Ranstill Sol. D. Mach

A. H. Aleton

. Thos. S. Plowman

W. W. Wardsworth

P. S. Mondy

W. R. Dortch

Virgil Bouldin and

John MoQueen, as the

Poerd of Trustees of the

Alabama Girls Industrial

School, a body politic and

corporate under and by virtue

of an Act of the General Assembly

of Alabama passed at the Session

of 1893- entitled "An act to create

and Establish an Industrial School

in State of Alabama for White Girls"

RECITES:

Whereas in pursuance of their duty and authority and the exercise of their descrition and powers under said Act, the said Board of Trustees have selected the land hereinafter described and conveyed, in connection with and supplementary to, other adjacent property as the site for the lecation of said School, upon a proposition of the citizens of the Town of Montevallo and are authorised and empowered to procure the same by purchase or domation, and whereas, said parties of the first part are deeply interested in the advancement and industrial education of the White Girls of Alabama as provided for and contemplated by said Act, and in the upbuilding and material improvement of the town of

Montevallo, to be promoted by the establishment and location of said school therein, now therefore CONVEYS:

The following described treet, lot or percel of land lying and being situate in said County and State and adjacent to said Town of Montevallo to-wit:

Beginning at the Northwest end of Forth boundary Street according to the plot of said town on the Northeest side of said Street running thence Southesstwardly along the Northeastside of said Street to a point 60 feet Northwest of Mrs M. A. Holbrooks let, thence in a Northerly direction along the West side of and parallel with an old road leading towards the King House, allowing 60 feet for said road, 267 feet more or less to a roint which shall be 250 feet from the Southwest side of said North boundary Street, when measured at right engles thereto: thence North 14 deg 15' W. 800 feet; thence South 48 deg West 260 feet; thence horth 14 deg 15' West to a wet weather branch which runs in a general Southwest course through the King field, thence down seld Branch following the meanderings thereo, to a point from whence a line running South 41 deg 15' Bast will strike the corner of lot Number one at the borthwest end of Middle Street, according to said plot of said town; thence along said last mentioned line to said corner of lot Number one, thence around the Western and Morthern ends of lots Numbered one and two crossing the ends of Vine and horth boundary Streets to the point of beginning, the said tract, let or parcel of land hereby conveyed being indicated on the diagram hereunder drawn, as indicated included within the red lines to-wit:

> 200502170000077310 Pg 11/11 46.00 Shelby Cnty Judge of Probate, AL 02/17/2005 10:14:00 FILED/CERTIFIED

