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Shelby Cnty Judge of Probate, AL
02/14/2008 02:06:20PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

David B. Ringelstein II, Esq. 205-244-5288

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Walston, Wells & Birchall, LLP

1819 5th Avenue North, Suite 1100

Birmingham, Alabama 35203

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

THE CITIZENSHIP TRUST

| | | | | |
|----|----------------------------|------------|-------------|--------|
| OR | 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----|----------------------------|------------|-------------|--------|

1c. MAILING ADDRESS

3727 Highway 119

CITY

Montevallo

STATE

AL

POSTAL CODE

35115

COUNTRY

1d. TAX ID #: SSN OR EIN

**ADD'L INFO RE
ORGANIZATION
DEBTOR**

1e. TYPE OF ORGANIZATION

non-profit corporation

1f. JURISDICTION OF ORGANIZATION

Shelby County, AL

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

Regions Bank

| | | | | |
|----|----------------------------|------------|-------------|--------|
| OR | 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----|----------------------------|------------|-------------|--------|

3c. MAILING ADDRESS

1900 5th Avenue North; Upper Lobby

CITY

Birmingham

STATE

AL

POSTAL CODE

35203

COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

The properties and interests in properties described in Schedule I attached hereto and made a part hereof. This UCC Financing Statement secures indebtedness which is subject and subordinate to a prior Mortgage, Security Agreement and Fixture Filing dated May 12, 2003, executed by The Citizenship Trust, as mortgagor to U.S. Bank, N.A. (as successor to SouthTrust), as mortgagee, and recorded in the office of the Probate Judge of Shelby County, Alabama, as Instrument # 20030514000301270.

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

Pursuant to the Amended and Restated Mortgage and Security Agreement dated as of January 30, 2008 from Debtor to Secured Party (capitalized terms used herein without definition having the same meanings as assigned in said Mortgage), the Debtor has granted, bargained, sold and conveyed unto the Secured Party, its successors and assigns, the property and interests in property described in the following Granting Clauses A through J both inclusive, and granted to the Secured Party a security interest in said property and interests in property:

(a.) All the tract(s) or parcel(s) of land particularly described in Exhibit A attached hereto and made a part hereof (the "Premises");

(b.) All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and all the buildings, structures and improvements thereon (the "Improvements") and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises, to the center line thereof and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c.) All machinery, furnishings, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor or in which Debtor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively called the "Equipment"), and the right, title and interest of Debtor in and to any of the Equipment which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Mortgaged Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Mortgage;

(d.) All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Mortgaged Property, whether from real estate tax refunds or the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Mortgaged Property;



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(e.) All leases and other agreements affecting the use, enjoyment or occupancy of the Premises and the Improvements heretofore or hereafter entered into, including, but not limited to any and all proprietary leases with respect to the Premises (the "Leases") and all rents, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Premises and the Improvements, also including, but not limited to common charges, maintenance charges, assessments and other charges assessed by Debtor with respect to the Premises (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the obligations owed pursuant to the Loan and Security Agreement;

(f.) All proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(g.) The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property;

(h.) All right, title and interest of Debtor in, to and under all accounts, escrows, documents, instruments, chattel paper, claims, deposits, trademarks and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions and causes of action which now or hereafter relate to, are derived from or are used in connection with the Premises or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively called the "Intangibles");

(i.) All right, title and interest of Debtor in, to and under all gifts, grants, donations or pledges of gifts, grants or donations for the construction of the President's House / Southern Living Showcase Home, the Visitors' Center, road, lighting and sewer improvements and all other improvements made or to be made at The American Village, Montevallo, Alabama; and

(j.) All proceeds resulting from the conversion of any and all rights granted herein.



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EXHIBIT A
LEGAL DESCRIPTION

TRACT B:

Parcel 1

Commence at the northwest corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 22 South, Range 3 West; thence run easterly along the north line of said Section 2,335.05 feet to a point on the westerly right of way line of Alabama Highway # 119, said point being on a curve to the right, said curve to the right having a radius of 1,597.10 feet and being subtended by a central angle of 30 deg. 37 min. 51 sec.; thence turn an angle to the right of 108 deg. 12 min. 53 sec. to chord of said curve to the right and run southeasterly along the arc of said curve 853.82 feet to the end of said curve; thence turn an angle to the right of 105 deg. 18 min. 55 sec. from chord and run northwesterly 35.00 feet to the beginning of a curve to the right, said curve to the right having a radius of 1,562.10 feet and being subtended by a central angle of 20 deg. 59 min. 57 sec.; thence turn an angle to the left of 79 deg. 30 min. 01 sec. to chord of said curve to the right and run southwesterly along the arc of said curve 572.51 feet to the end of said curve; thence turn an angle to the left of 79 deg. 30 min. 03 sec. from chord and run southeasterly 15.00 feet to the beginning of a curve to the right, said curve to the right having a radius of 1,577.10 feet and being subtended by a central angle of 15 deg. 44 min. 57 sec.; thence turn an angle to the right of 97 deg. 52 min. 30 sec. to chord of said curve to the right and run southwesterly along the arc of said curve 433.50 feet to the end of said curve; thence at tangent to said curve run southwesterly 312.15 feet; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run southwesterly 20.00 feet to the beginning of a curve to the left, said curve to the left having a radius of 1,677.21 feet and being subtended by a central angle of 7 deg. 02 min. 39 sec.; thence turn an angle to the right of 86 deg. 28 min. 41 sec. to chord of said curve to the left and run southwesterly along the arc of said curve 206.20 feet; thence turn an angle to the right of 84 deg. 17 min. 07 sec. from chord and run northwesterly 335.17 feet; thence turn an angle to the right of 86 deg. 35 min. 36 sec. and run northeasterly 260.50 feet; thence turn an angle to the left of 89 deg. 58 min. 04 sec. and run northwesterly 279.71 feet; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run northeasterly 37.61 feet to the point of beginning; thence continue along the last described course 201.00 feet; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run southeasterly 65.00 feet; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run northeasterly 42.00 feet; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run southeasterly 135.85 feet to the beginning of a curve to the right, said curve to the right having a radius of 309.99 feet and being subtended by a central angle of 25 deg. 06 min. 56 sec.; thence turn an angle to the right of 83 deg. 00 min. 11 sec. to chord of said curve to the right and run southwesterly along the arc of said curve 135.88 feet to the end of said curve to the right and the beginning of another curve to the left, said curve to the left having a radius of 168.43 feet and being subtended by a central angle of 48 deg. 36 min. 53 sec.; thence turn an angle to the right of 45 deg. 02 min. 32 sec. from chord to chord of said curve to the left and run northwesterly along the arc of said curve 142.91 feet to the end of said curve; thence turn an angle to the right of 51 deg. 57 min. 17 sec. from chord and run northwesterly 131.81 feet to the point of beginning; being situated in Shelby County, Alabama.



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