

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



20080828000345630 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
08/28/2008 02:20:38PM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER [optional] Jenny G. Pair (205) 521-8345	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Jenny G. Pair Bradley Arant Rose & White LLP 1819 Fifth Avenue North Birmingham, AL 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 Evangel Presbyterian Church					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 423 Thompson Road			CITY Alabaster	STATE AL	POSTAL CODE 35007
1d. <u>SEE INSTRUCTIONS</u>		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION non-profit corporation	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 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. <u>SEE INSTRUCTIONS</u>		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 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 Fifth Avenue North, Attn:Commercial Real Estat			CITY Birmingham	STATE AL	POSTAL CODE 35203

4. This FINANCING STATEMENT covers the following collateral:

See attached Exhibit B included herein by reference for description of collateral.

Filed with: Judge of Probate, Shelby County, Alabama

This document is filed simultaneously with the Mortgage and Security Agreement filed in Book _____, Page _____.

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) [ADDITIONAL FEE] [optional]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA Shelby County, AL Evangel (R0911-087149)							

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	Evangel Presbyterian Church		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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. SEE INSTRUCTIONS	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:

See Exhibit "A" attached hereto and made a part hereof.

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

16. Additional collateral description:

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
BY AND BETWEEN
EVANGEL PRESBYTERIAN CHURCH, AS DEBTOR, AND
REGIONS BANK, AS SECURED PARTY

LEGAL DESCRIPTION

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

Begin at the Southeast corner of the Southwest corner of the Northeast Quarter of said Section 3; thence run North 90 degrees 00 minutes 00 seconds West along the East line of Berryhill 1st 2nd and 3rd Sector, for a distance of 1262.89 feet to a point on the Easterly right-of-way line of Highway 264 (right-of-way width varies), said point being a point on a curve to the right, said curve having a radius of 2824.90 feet; thence run Northeasterly along said Easterly right-of-way line and the arc of said curve for a arc length of 461.55 feet, (delta = 09 degrees 21 minutes 41 seconds, chord bearing = South 06 degrees 42 minutes 14 seconds West, chord length = 461.03 feet); thence run North 33 degrees 45 minutes 42 seconds East for a distance of 53.69 feet to a point on a curve to the right, said curve having a radius of 2804.90 feet; thence run Northeasterly along the arc of said curve for a arc length of 198.58 feet (delta = 04 degrees 03 minutes 23 seconds, chord bearing = North 14 degrees 25 minutes 37 seconds East, chord length = 198.54 feet); thence departing said curve run North 04 degrees 54 minutes 29 seconds West along said Easterly right-of-way line for a distance of 53.69 feet to a point on a curve to the right, said curve having a radius of 2824.90 feet; thence run Northeasterly along the arc of said curve for a arc length of 63.55 feet (delta = 01 degrees 17 minutes 20 seconds, chord bearing = North 18 degrees 06 minutes 50 seconds East, chord length = 63.55 feet); thence departing said Easterly right-of-way line run South 71 degrees 49 minutes 31 seconds East for a distance of 33.71 feet to the point of curvature of a curve to the right, said curve having a radius of 394.38 feet; thence run Southeasterly along the arc of said curve for an arc length of 92.50 feet (delta = 13 degrees 26 minutes 19 seconds, chord bearing = South 65 degrees 06 minutes 15 seconds East, chord length = 92.29 feet) to a point of tangency of said curve; thence run South 58 degrees 22 minutes 59 seconds East for a distance of 167.00 feet to a point of curvature of a curve to the left, said curve having a radius of 367.59 feet; thence run Southeasterly along the arc of said curve for an arc length of 211.86 feet (delta = 33 degrees 01 minutes 20 seconds, chord bearing = South 74 degrees 51 minutes 00 seconds East, chord length = 208.94 feet) to a point of tangency of said curve; thence run North 88 degrees 41 minutes 58 seconds East for a distance of 640.79 feet to a point on the East line of the aforementioned Quarter-Quarter Section; thence run South 01 degrees 18 minutes 02 seconds East for a distance of 631.87 feet to the point of beginning.

All being situated in Shelby County, Alabama.

EXHIBIT "B"

**TO UCC-1 FINANCING STATEMENT
BY AND BETWEEN
EVANGEL PRESBYTERIAN CHURCH AS DEBTOR, AND
REGIONS BANK AS SECURED PARTY**

COLLATERAL COVERED. This Financing Statement covers all of Debtor's right, title and interest in and to the following property whether now owned or hereafter at any time acquired, and including all replacements, additions, accessions, substitutions, and products thereto (which together with the Real Estate, as herein defined, is referred to herein, as the Collateral):

All those certain tracts of land in Shelby County, State of Alabama described in Exhibit A attached hereto and made part hereof (the "Land"); and

All estate, right, title, and interest of Debtor in and to those tracts or parcels of land particularly described in **Exhibit A** attached hereto and made a part hereof (the "Real Estate"; and

All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures, machinery, equipment, furniture, furnishings, and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used solely or intended to be used solely in connection with or with the operation of said property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterment, renewals and replacements to any of the foregoing; and

All building materials, fixtures, attachments, appliances, equipment, fittings and tangible personal property owned by the Debtor and now or at any time hereafter located on or at the real estate more particularly described on the Real Estate and used or useful in connection with the operation of the retail center operated thereon including, but not limited to, all goods, machinery, tools, insurance proceeds, equipment (and including but not limited to fire sprinklers and alarm systems and equipment for air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance), office and all other indoor or outdoor furniture, wall safes, furnishings, appliances, inventory, rugs, carpets and other floor covering, draperies and drapery rods and brackets, awnings, window shades, and other lighting fixtures and office maintenance and other supplies, and all other articles belonging to the Debtor or leased to the Debtor that are now or hereafter located in the buildings or on the grounds of the Real Estate, and any additions, substitutions or accessions thereto. Provided, however, that with respect to those items which are leased and not owned by Debtor, this security interest covers the leasehold interest only of Debtor, together with any options to purchase any of said items and any additional or greater rights with respect to such items which Debtor may hereafter acquire; and

Debtor's books and records relating to the Real Estate and any improvements or the work upon the Real Estate; and all contracts now or hereafter made by Debtor relating to the Mortgaged Property or the construction, equipping, marketing, management, sale or lease of all or any part of the Mortgaged Property and all bonds and other guarantees of performance in favor of Debtor with respect to any such contracts (and Debtor agrees that upon any Event of Default under this Mortgage, Lender shall have the absolute right to make such use of the property so assigned in this subparagraph as Lender shall desire, and that Lender will not be limited to remedies available under the Uniform Commercial Code, but may at its option avail itself of the rights to use such property as set forth herein or in the Loan Agreement in addition to or in substitution for its Uniform Commercial Code remedies); and

Proceeds and products of all of the foregoing, the Real Estate and other real and personal property.

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, rights, titles, interests, privileges, liberties, tenements, hereditament, 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 Debtor, 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 Debtor of, in and to the same, including but not limited to:

All rents, 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 Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues, and profits thereof; and

All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets; and

All Debtor's right in and to all permits, service and maintenance agreements, or any other contracts or agreements relating to the operation of the retail center on the Real Estate.