



20100604000176500 1/6 \$36.00
Shelby Cnty Judge of Probate, AL
06/04/2010 08:11:15 AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Lisa Parker	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Najjar Denaburg, P.C. 2125 Morris Avenue 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 First United Methodist of Alabaster, Inc.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 10903 Highway 119		CITY Alabaster	STATE AL	POSTAL CODE 35007
		COUNTRY USA		
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any <input 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
		COUNTRY		
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 Branch Banking & Trust Company				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 2501 20th Place South		CITY Birmingham	STATE AL	POSTAL CODE 35223
		COUNTRY USA		

4. This FINANCING STATEMENT covers the following collateral:

All rents, leases, profits and royalties from or relating to the property described in Exhibit "A". All contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.

Any and all fixtures, fittings, building materials, and fixed equipment of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with the operation of the property, structures, or other improvements described in Exhibit "A", including all extensions, additions, improvements, betterments, renewals, substitutions, replacements, to any of the foregoing.

The property described on Schedule "I" attached hereto and incorporated herein by this reference.

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						

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: First United Methodist of Alabaster, Inc.

Secured Party/Mortgagee: Branch Banking & Trust Company

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The following (hereinafter "Mortgaged Property"):


- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- c) 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, 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 the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- d) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");
- e) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

f) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

g) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

h) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

i) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.



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Exhibit "A"

File No. 161821

LEGAL DESCRIPTION

Parcel I:

A parcel of land located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Begin at the intersection of the South right of way line of 6th Avenue Southwest and the Easterly right of way line of the L&N Railroad line, thence run Southwesterly along said railroad right-of-way line a distance of 603.00 feet; thence 88 deg. 37 min. left, in a Southeasterly direction, a distance of 257.00 feet; thence 90 deg. right, in a Southwesterly direction, a distance of 15.00 feet; thence 90 deg. 04 min. 19 sec. left, in a Southeasterly direction, a distance of 187.28 feet to a point on the Northwesterly right of way line of Alabama Highway No. 119, said point being on a curve, having a radius of 1352.49 feet; thence 70 deg. 11 min. 08 sec. left to tangent of said curve, in a Northeasterly direction along the arc of said curve to the right and along said right of way line, a distance of 259.97 feet to end of said curve; thence 13 deg. 40 min. 48 sec. right from tangent of said curve, in a Northeasterly direction along said right of way line, a distance of 119.83 feet; thence 89 deg. 06 min. 48 sec. left, in a Northwesterly direction, a distance of 328.80 feet; thence 22 deg. 08 min. right, in a Northerly direction, a distance of 219.24 feet to a point on said South right of way line of 6th Avenue Southwest; thence 89 deg. 48 min. left, in a Westerly direction along said South right of way line, a distance of 365.68 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and except:

A part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, and being more fully described as follows:

Commencing at the northeast corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence west along the north line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, a distance of 820 feet, more or less, to the present northwest right of way line of Alabama Highway #119 and the point of beginning of the property herein to be conveyed; thence southwesterly along said right of way line, a distance of 870 feet, more or less, to the southwest property line; thence northwesterly along said southwest property line, a distance of 50 feet, more or less, to a point that is 85 feet northwesterly of and at right angles to the centerline of Survey of Alabama Highway #119; thence northeasterly 85 feet northwesterly of and parallel with said centerline, a distance of 900 feet, more or less, to a point that is 85 feet northwesterly of and at right angles to said centerline at Station 551+00; thence northeasterly along a line (which, if extended, would intersect a point that is 65 feet northwesterly of and at right angles to the centerline of Relocated Alabama Highway #119 at Station 552+56.95), a distance of 120 feet more or less, to the northeast property line; thence southeasterly along said northeast property line, a distance of 20 feet, more or less, to the present northwest right of way line of Alabama Highway #119; thence southwesterly along said right of way line, a distance of 118 feet, more or less to the point of beginning, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



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Parcel II:

Lot 42, according to the Survey of Kentwood, First Addition, as recorded in Map Book 19, Page 75, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel III:

Sub-Parcel A:

Beginning at the point of intersection of the Northerly line of 6th Avenue S.W. and the Northwesternly line of Alabama Highway No. 119 and run in a Southwesterly direction along said Northwesternly line of Alabama Highway No. 119 for 131.05 feet to a point; thence turn an angle to the right of 72 deg. 34 min. 14 sec. and run in a Westerly direction for a distance of 127.67 feet to a point; thence turn an angle to the right of 45 deg. 02 min. 08 sec. and run in a Northwesternly direction for a distance of 216.38 feet to a point on the Southerly line of 6th Avenue S.W.; thence turn an angle to the right 134 deg. 50 min. 35 sec. and run in an Easterly direction along the last stated course for a distance of 124.00 feet to a point; thence turn an angle to the right of 13 deg. 32 min. 33 sec. and run in a Southeasterly direction along the last stated course for 45.85 feet to a point; thence turn an angle to the right of 11 deg. 15 min. 09 sec. to the right and continue along the last stated course for a distance of 82.77 feet to a point; thence turn an angle to the left of 25 deg. 01 min. 01 sec. and run in an Easterly direction along said Southerly line of 6th Avenue S.W. for a distance of 108.00 feet to the point of beginning.

Sub-Parcel B:

A parcel of land situated in the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northeast corner of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section and run West along the North line of said half-quarter-quarter section for 437.7 feet to the point of beginning; thence 58 deg. 12 min. left and run Southwesterly along the Northwesternly line of the Vinzant Property for 226.34 feet to the Southwest corner of said Vinzant Property; thence 121 deg. 48 min. left and run Easterly along the Southerly line of said Vinzant Property for 224 feet, more or less, to the Northwesternly Right of Way line of Montevallo Road (Alabama Highway No. 119); thence Southwesterly along said Right of Way line for 415.6 feet, more or less, to the common corner of Siluria Mills, Inc. property and Central Methodist Church Property; thence 88 deg. 02 min. right and run Northwesternly for 340.09 feet; thence 38 deg. 40 min. right and run Northerly for 249.24 feet to the North line of said half-quarter-quarter section; thence 90 deg. 12 min. right and run Easterly along the North line of said half-quarter-quarter section for 407 feet to the point of beginning. Except Right of Way for County Road along the Northerly property line of above described parcel.



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And, Commence at the Northeast corner of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 21 South, Range 3 West, and run West on the North line of said S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 844.7 feet; thence turn left 90 deg. 12 min. and run Southerly a distance of 249.24 feet to the point of beginning; thence turn left 22 deg. 8 min. and run Southeasterly a distance of 351.18 feet to the Northwesternly right-of-way line of Highway 119; thence turn left 104 deg. 34 min. and run Northeasterly along said right-of-way a distance of 100 feet; thence turn left 91 deg. 58 min. and run Northwesternly a distance of 340.09 feet to the point of beginning; being situated in Shelby County, Alabama.

Also, A parcel of land located in the South Half of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northeast corner of the South Half of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run South 88 deg. 31 min. 34 sec. West 844.70 feet; thence run South 01 deg. 40 min. 16 sec. East 40.00 feet to a point on the South right of way of Sixth Avenue; thence run North 88 deg. 21 min. 05 sec. East 193.68 feet; thence run North 88 deg. 24 min. 27 sec. East 65.00 feet; thence run South 46 deg. 26 min. 08 sec. East 108.12 feet to the point of beginning; thence continue last course 108.26 feet; thence run South 88 deg. 31 min. 44 sec. West 124.00 feet; thence run North 30 deg. 19 min. 44 sec. East 90.13 feet to the point of beginning.

"Less and Except all the land set out in deeds recorded as Deed 329 Page 624, Inst. No. 1993-26379, Inst. No. 1993-32740, Inst. No. 1993-40935, Inst. No. 1993-38911 and Inst. No. 1997-25307."

NOTE: We recommend a survey be obtained.

All the above set out property is situated in Shelby County, Alabama.