

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] John D. Pickering (205) 251-8100	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  John D. Pickering Balch & Bingham, LLP P. O. Box 306 Birmingham, AL 35201-0306	



20120905000334860 1/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
09/05/2012 10:23:35 AM FILED/CERT

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 Young Men's Christian Association of Birmingham						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2101 Fourth Ave. North			CITY Birmingham	STATE AL	POSTAL CODE 35203	COUNTRY USA
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	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 Compass Mortgage Corporation						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 15 South 20th Street			CITY Birmingham	STATE AL	POSTAL CODE 35233	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All that collateral described on Exhibit A, attached hereto and made a part hereof.

5 pages attached (Addendum, plus Exhibit A, Exhibit B, and Exhibit C).

Some or all of the personal property described on Exhibit A is or may become fixtures on the real property described on Exhibit B.

5. ALTERNATIVE DESIGNATION [if applicable]:		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> 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	[if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA							

File with the Shelby County Judge of Probate.

UCC FINANCING STATEMENT ADDENDUM

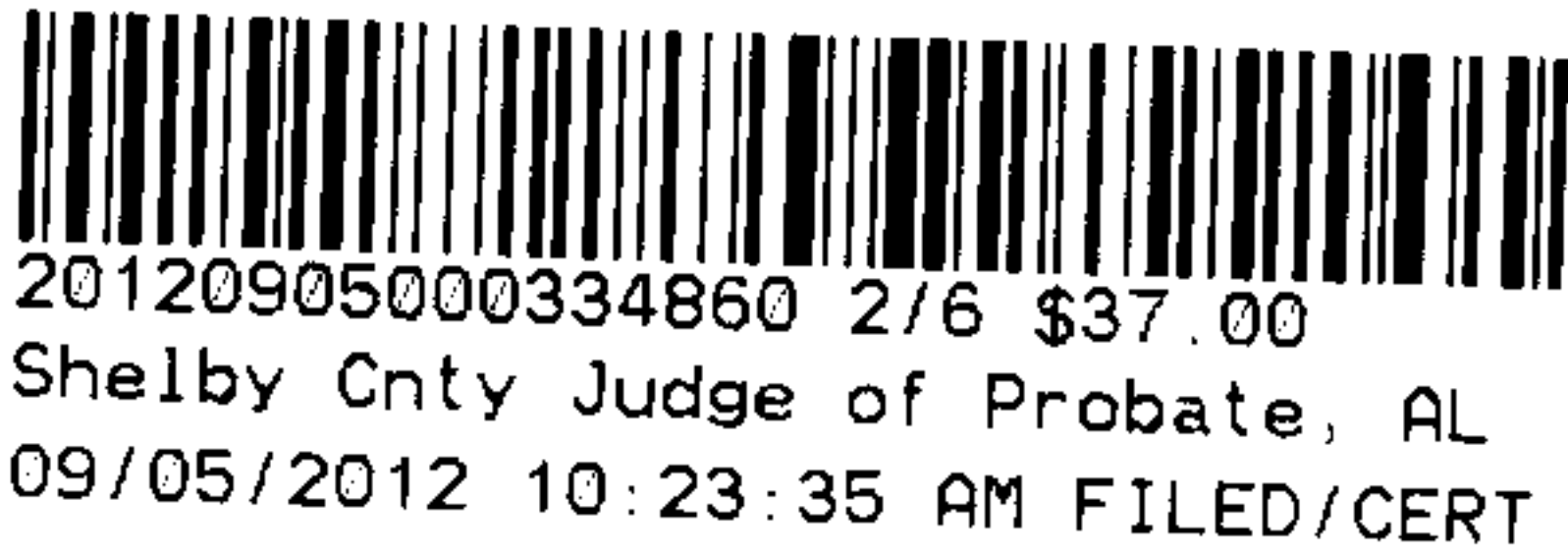
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME	Young Men's Christian Association of Birmingham		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

This financing statement is recorded as additional security for a Mortgage recorded simultaneously herewith.



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. 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:

Real property described on Exhibit B, 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):

Fee simple interest: Shelby County Park and Recreation Authority

Leasehold interest: Young Men's Christian Association of Birmingham

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

### Description of Collateral

All right, title, and interest of Young Men's Christian Association of Birmingham (the "YMCA") in, to, and under all of the following described whether now or hereafter owned, existing, created, arising or acquired (collectively, the "Collateral").

(a) The leasehold estates created under the lease agreement(s) described on **Exhibit C** (herein the "Lease", whether one or more) and, to the extent of any present or after-acquired interest of the YMCA in the real property subject to the Lease and described on **Exhibit B** (herein the "**Leased Land**"), the Leased Land;

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Leased Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the YMCA and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, 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 actually are located on or adjacent to the Leased Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "**Improvements**");

(c) All accounts (as presently or hereafter defined in the UCC), general intangibles, goods, leases, contracts and contract rights relating to the Leased Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, leases, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, lease, management and sale of all or any part of the Leased Land and Improvements; provided, however, any and all leased equipment shall be excluded;

(d) 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, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, 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 the YMCA, 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 YMCA of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Leased Land and Improvements 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 Leased Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Leased Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party hereby is authorized on behalf of and in the name of YMCA to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' 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;

(e) All of the YMCA's leasehold estate, rights, titles and interests in and to any of the properties described in (a), (b), (c), or (d) above, including, but not limited to, the YMCA's leasehold estate and other rights, titles and interests under or pursuant to the Lease, and further including, without limitation to the generality of the foregoing, all of the rights and options of the YMCA (i) to terminate, renew or extend the Lease, (ii) to purchase the properties, or any portion thereof, subject to the Lease (whether solely at the mortgagor's option, upon specified events or otherwise), and (iii) to obtain the release from the Lease of any and all portions of the properties subject to the Lease (whether solely at the mortgagor's option, upon specified events or otherwise) (herein sometimes referred to as the **"Lease Rights"**);

(f) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing; and

(g) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d), (e) or (f) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c), (d), (e) or (f) above.

  
20120905000334860 4/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
09/05/2012 10:23:35 AM FILED/CERT

## **EXHIBIT B**

### **Description of Land**

The following property situated in Shelby County, Alabama:

#### Parcel 1:

Lot 1-A according to the Resurvey of YMCA'S Addition to Alabaster as recorded in Map Book 43, Page 2 in the Office of the Judge of Probate, Shelby County, Alabama.

#### Parcel 2:

A parcel of Land situated in the South half of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Lot 2, YMCA Subdivision, as recorded in Map Book 37, page 115, said point also being a corner of Lot 1-A according to the Resurvey of YMCA's Addition to Alabaster as recorded in Map Book 43, Page 2, said point being on a curve to the left, and also being on a cul-de-sac right of way of Plaza Circle, said curve having a radius of 50.00 feet, a central angle of 119 degrees 58 minutes 52 seconds, a chord bearing of South 57 degrees 51 minutes 28 seconds East for a chord distance of 86.59 feet; thence run along arc of said curve, along said right of way, and along said Lot 1-A, for a distance of 104.70 feet to the point of commencement of a reverse curve to the right, said curve having a radius of 25.00 feet, a central angle of 07 degrees 22 minutes 51 seconds, a chord bearing of North 65 degrees 50 minutes 31 seconds East for a chord distance of 3.22 feet; thence run along arc of said curve, along said right of way, and along said Lot 1-A, for a distance of 3.22 feet; thence leaving said right of way, run South 25 degrees 29 minutes 05 seconds West along the Southeast line of said Lot 1-A for a distance of 335.58 feet to a point on the Easternmost easement line of a 90' Alabama Gas Company Easement and the POINT OF BEGINNING of the property herein described; thence run South 32 degrees 53 minutes 03 seconds East along said Easternmost easement line for a distance of 573.58 feet to a found 1/2" rebar; thence leaving said easternmost easement line run South 25 degrees 36 minutes 22 seconds West for a distance of 105.57 feet to a set 5/8" capped rebar stamped CA-560LS on the Westernmost line of said Alabama Gas Company Easement; thence run North 32 degrees 53 minutes 03 seconds West along said Westernmost line for a distance of 573.32 feet to a set 5/8" capped rebar stamped CA-560LS; thence run North 25 degrees 29 minutes 05 seconds East for a distance of 105.70 feet to the POINT OF BEGINNING.



20120905000334860 5/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
09/05/2012 10:23:35 AM FILED/CERT



## **EXHIBIT C**

### **Description of Leases**

Financing and Lease Agreement between Shelby County Park and Recreation Authority, Young Men's Christian Association of Birmingham and Compass Mortgage Corporation dated August 28, 2012, as evidenced by that certain Memorandum of Lease recorded in the Office of the Judge of Probate of Shelby County, Alabama.

