

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Branch Banking and Trust Company
2501 20th Place South, Suite 201
Birmingham, Alabama 35223
Attention: Steve Vickery

20130930000389920 1/5 \$37.00
Shelby Cnty Judge of Probate, AL
09/30/2013 09:05:28 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

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
Lumpkin Edwin B. Jr.

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
100 Metro Parkway Pelham AL 35124 USA

ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 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
Lumpkin Eddie B. Jr.

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
100 Metro Parkway Pelham AL 35124 USA

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

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
Branch Banking and Trust Company

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2501 20th Place South, Suite 201 Birmingham AL 35223 USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's estate, rights, title, and interest in, to, and under the property described on Exhibit A attached hereto and incorporated herein by reference, whether now or hereafter existing or acquired.

NOTICE: Debtor has entered into a negative pledge agreement with Secured Party and has agreed not to further pledge, grant a security interest in, or otherwise encumber the collateral described herein, or real estate owned by Debtor, except as provided in its contract with Secured Party.

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

File with the Shelby County Judge of Probate.

UCC FINANCING STATEMENT ADDENDUM

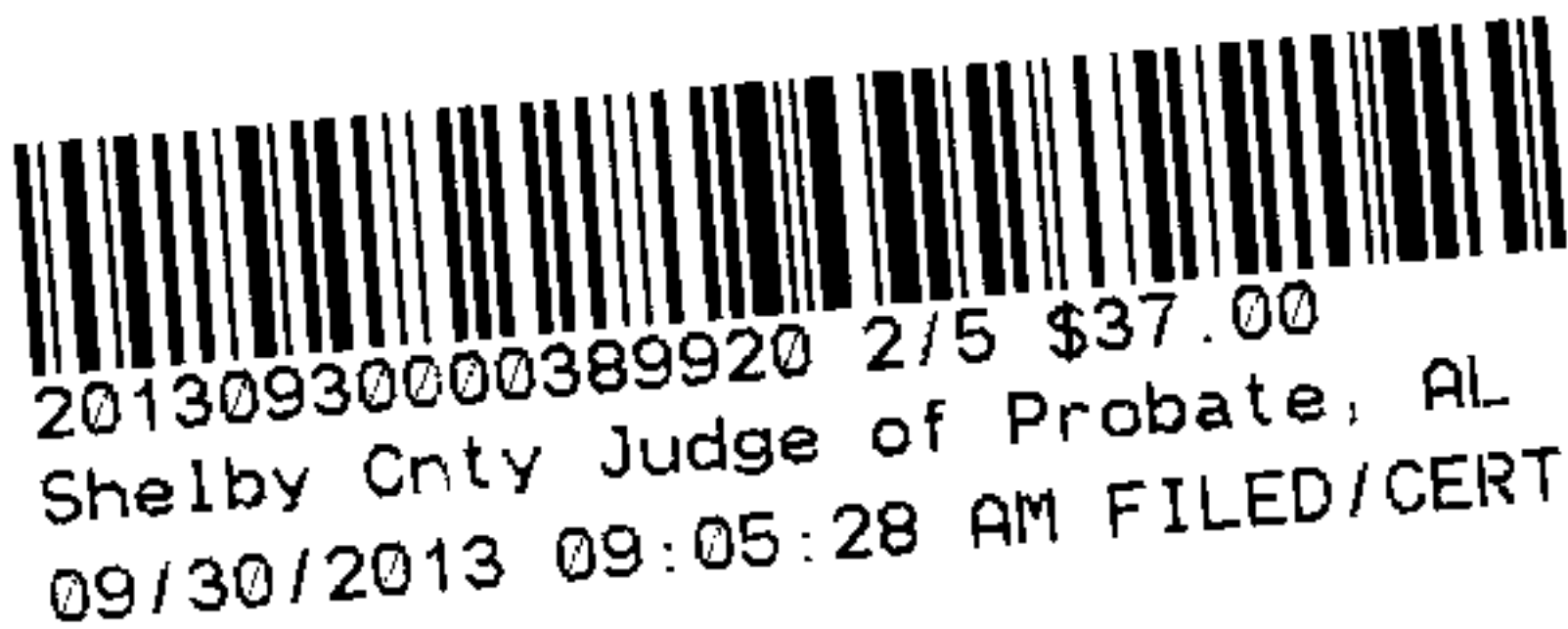
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX
Lumpkin	Edwin	B., Jr.

10. MISCELLANEOUS:

This financing statement is recorded as additional security for a mortgage recorded simultaneously herewith upon which recording taxes have been paid.



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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:

Land described on Schedule 1 to 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):

Record Owner: Debtor

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 FINANCING STATEMENT

Description of Collateral

Debtor: Edwin B. Lumpkin, Jr. (one and the same as Eddie B. Lumpkin, Jr.)

Secured Party: Branch Banking and Trust

All of Debtor's estate, right, title, and interest in, to and under the following described property, whether now owned or hereafter acquired by Debtor:


- (a) All that tract or parcel or parcels of land and estates particularly described on **Schedule I to Exhibit A** attached hereto and made a part hereof (the "Land");
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the 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 Debtor 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 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, contracts and contract rights relating to the 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, 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, management and sale of all or any part of the Land and Improvements;
- (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 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 the Debtor of, in and to the same, including but not limited to:
 - (i) All rents, room rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created or otherwise, or under any other agreement or license for use of any part of the Land and Improvements, whether written or verbal, or with respect to any letting of, or of any agreement for the use or occupancy of the Land and



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Improvements or any part thereof (including, without limitation, hotel room charges, fees and rents); and

- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the 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 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 Debtor 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) 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;
- (f) 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) or (e) 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) or (e) above.


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SCHEDULE 1 TO EXHIBIT A

Description of Land

The following described property in Shelby County, Alabama:

Part of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 12, run in a Southerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 300.00 feet; thence turn an angle to the left of 88 degrees 36 minutes 15 seconds and run in an Easterly direction for a distance of 990.18 feet to an existing iron pin, being the point of beginning; thence continue along the last mentioned course for a distance of 385.20 feet to an existing iron pin being on the West right of way line of U.S. Highway #31; thence turn an angle to the right of 115 degrees 27 minutes and run in a Southwesterly direction along said West right of way line for a distance of 374.21 feet to an existing iron pin; thence turn an angle to the right of 64 degrees 33 minutes and run in a Westerly direction for a distance of 353.22 feet; thence turn an angle to the right of 110 degrees 52 minutes 15 seconds and run in a Northeasterly direction for a distance of 361.62 feet, more or less, to the point of beginning.

