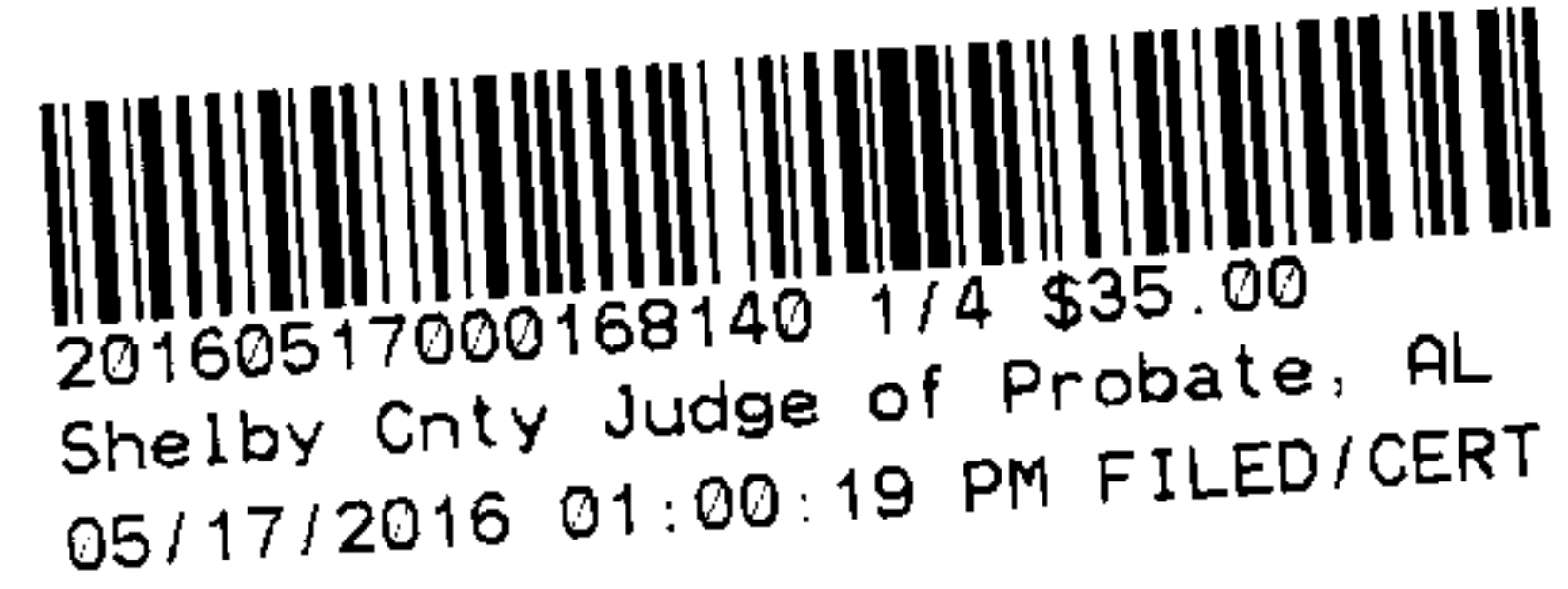


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (334) 206-3104
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address) J. Ladd Davis Rushton, Stakely, Johnston & Garrett, P.A. 184 Commerce Street Montgomery, Alabama 36104



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Pinelawn Gardens, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 1502 County Park Road	CITY Scottsboro	STATE AL	POSTAL CODE 35769	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) – Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Oakworth Capital Bank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 2100A Southbridge Parkway, Suite 445	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibits “A” and “B” attached hereto and made a part hereof.

This financing statement is filed as additional Security in connection with that certain Mortgage from Debtor in favor of Secured Party being filed simultaneously herewith, on which the appropriate Mortgage Tax is being paid.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative				
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor				
8. OPTIONAL FILER REFERENCE DATA				

RSJG File No. 9910-0001 – SHELBY COUNTY JUDGE OF PROBATE

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Pinelawn Gardens, LLC


OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX


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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if application)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

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

17. MISCELLANEOUS:

EXHIBIT "A"
TO UCC-1 FINANCING STATEMENT
SECURED PROPERTY

All building materials, fixtures, building machinery and building equipment delivered on site to the land described on Exhibit "B" ("Land") or elsewhere during the course of or in connection with the construction, reconstruction or remodeling of any of the aforesaid buildings, structures, or other improvements, and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto or unto any part thereof now or hereafter belonging or in any wise appertaining, and all streets, strips and gores of land, alleys, passages, ways, water courses, and all leasehold estates, rights of way, easements and covenants now existing or hereafter created for the benefit of Mortgagor or any subsequent owner or tenant of the Land, and all rights to enforce the maintenance thereof, and all other rights, privileges and liberties of whatsoever kind or character, and the reversions and remainders thereof, and all estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Mortgagor in and to the Land or any part thereof, and

TOGETHER with all personal property of every kind and description, and all apparatus, chattels, and fixtures now or hereafter erected or placed in or upon the Land or elsewhere or any improvement thereon or now or hereafter attached to or used in connection with the Land or elsewhere or any improvement thereon, including but not limited to all machinery, equipment, inventory and all other personal property located on the Land or elsewhere (all of which is hereinafter referred to as the "Equipment"), and

TOGETHER with all monies, accounts receivable, and proceeds (hereinafter referred to collectively as the "Proceeds") derived by Debtor from the Land, Equipment, or said apparatus, chattels, fixtures, buildings, structures, improvements, leases, tenant contracts, occupancy agreements, rental agreements, patrons, contracts, licenses, permits, rents, issues or profits, including but not limited to all revenue, receipts, rents, refunds, rebates, tenant reimbursements, condemnation awards and proceeds of the sale of, insurance on or other borrowings secured in whole or in part by any of the Land, Equipment, or said apparatus, chattels, fixtures, buildings, structures, improvements, leases, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues and profits, and

TOGETHER with all books and records, the benefit of any deposits or payments now or hereafter made by Debtor or on behalf of Debtor, all Debtor's right, title and interest in and to all franchise agreements, license agreements, tradenames, trademarks, service marks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land (or elsewhere), Equipment or Proceeds or any part thereof or are now or hereafter acquired by Debtor; all security deposits, and other deposits, and all other general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land (or elsewhere), Equipment or Proceeds (all of which is hereinafter referred to as the "Intangibles").

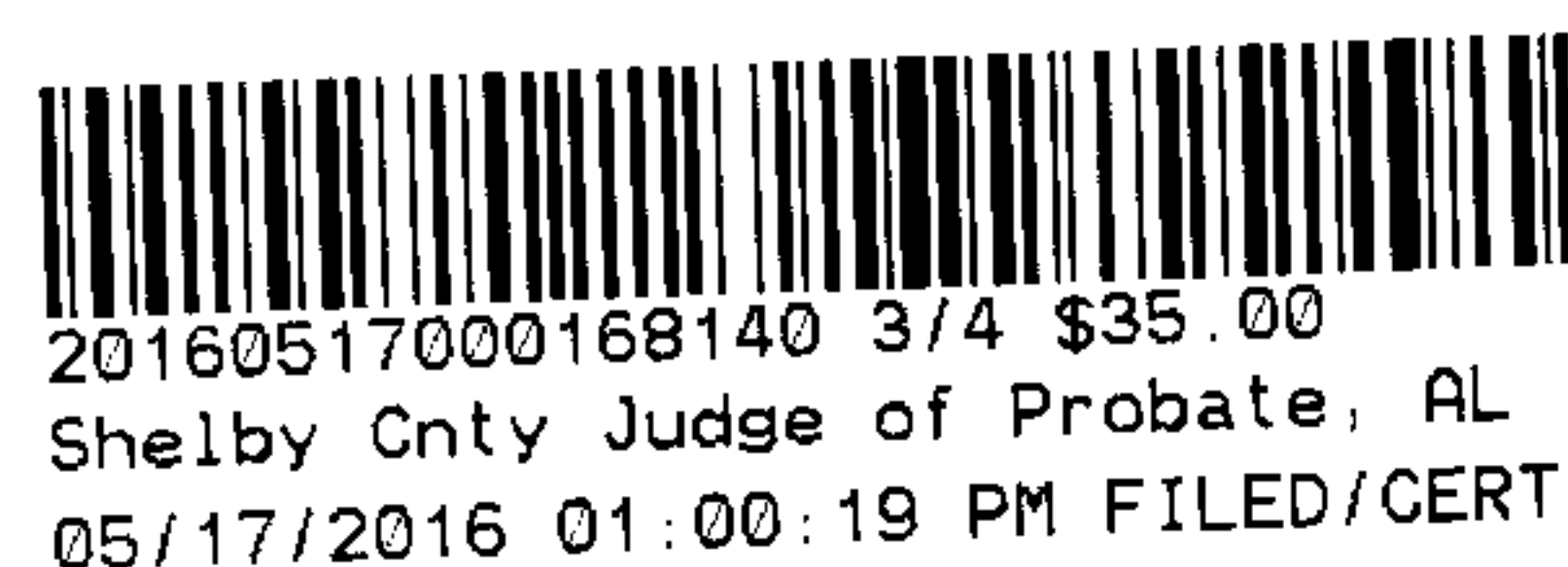


EXHIBIT "B"
TO UCC-1 FINANCING STATEMENT
LEGAL DESCRIPTION OF PROPERTY

A parcel of land situated in the West 1/2 of the Southwest 1/4 of Section 25, Township 21 South, Range 1 West and in the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 25, Township 21 South, Range 1 West and run in a Westerly direction along the North line of the Northwest 1/4 of the Southeast 1/4 then along the North line of the Northeast 1/4 of the Southwest 1/4 and then along the North line of the Northwest 1/4 of the Southwest 1/4 of said section a distance of 3341.36 feet, more or less, to the point of intersection of the North line of the Northwest 1/4 of the Southwest 1/4 of said Section and the West line of Briarwood Subdivision, First Sector, as recorded in Map Book 5 ,Page 23, in the Office of the Judge of Probate of Shelby County, Alabama; thence 88 degrees 49 minutes 30 seconds to the left in a Southerly direction along the West line of the said Briarwood subdivision and along the East line of the Government Housing Project, and along the East line of the Columbiana Cemetery a distance of 1095.82 feet to a point; thence 89 degrees 15 minutes 36 seconds to the right in a Westerly direction a distance of 880.31 feet to a point on the Northeasterly right of way line of Shelby County Road No. 47; thence 97 degrees 29 minutes 28 seconds to the left in a Southeasterly direction along the Northeasterly right of way line of said County Road a distance of 91.85 feet to the P.C. (point of curve) of a curve to the left having a radius of 5694.58 feet and a central angle of 2 degrees 52 minutes 32 seconds; thence in a Southeasterly direction along the Northeasterly right of way line of said County Road and along the arc of said curve 285.80 feet to the point of beginning, said point being the point of intersection of the Southeasterly right of way line of Pitts Drive and the Northeasterly right of way line of County Road No. 47, also being on a curve to the left having a radius of 5694.58 feet and a central angle of 2 degrees 15 minutes 28 seconds; thence in a Southeasterly direction along the Northeasterly right of way line of said County road and along the arc of said curve a distance of 224.40 feet to the P.T. (point of tangent) of said curve; thence 90 degrees 00 minutes to the right (angle measured to tangent) in a Southwesterly direction a distance of 5.00 feet to a point; thence 90 degrees 00 minutes to the left in a Southeasterly direction along the Northeasterly right of way line of said County Road a distance of 75.50 feet to the P.C. (point of curve) of a curve to the left having a radius of 2261.83 feet and a central angle of 5 degrees 39 minutes 31 seconds; thence in a Southeasterly direction along the Northeasterly right of way line of said County Road and along the arc of said curve 223.38 feet to a point; thence 66 degrees 14 minutes 43 seconds to the left in an Easterly direction 38.97 feet to a point; thence 4 degrees 57 minutes 51 seconds, to the left in an Easterly direction a distance of 672.62 feet to a point; thence 90 degrees 00 minutes 15 seconds to the left in a Northerly direction a distance of 706.04 feet to a point on the Southeasterly right of way line of Bolton Lane, said point being on a curve to the left having a radius of 1879.86 feet and a central angle of 7 degrees 43 minutes 18 seconds; thence 95 degrees 59 minutes 06 seconds to the left in a Southwesterly direction along the Southeasterly right of way line of said Bolton lane and along the arc of said curve a distance of 253.35 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the Southeasterly right of way line of Bolton Lane a distance of 45.16 feet to the point of intersection with the Southeasterly right of way line of Pitts Drive, said point being on a curve to the right having a radius of 612.96 feet and a central angle of 10 degrees 39 minutes 46 seconds; thence in a Southwesterly direction along the Southeasterly right of way line of Pitts Drive and along the arc of said curve a distance of 114.07 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the Southeasterly right of way line of Pitts Drive a distance of 442.80 feet to the point of beginning.

Situated in Shelby County, Alabama.

DEBTOR IS THE RECORD OWNER OF THE ABOVE-DESCRIBED PROPERTY.

