

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Beau Byrd 205-521-8000
B. E-MAIL CONTACT AT FILER (optional) bbyrd@bradley.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>William C. Byrd, II</div><div>Bradley Arant Boult Cummings LLP</div><div>One Federal Place</div><div>1819 5th Avenue North</div><div>Birmingham, Alabama 35203</div></div>



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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 THE CHURCH AT CAHABA BEND				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 3721 Highway 52	CITY Helena	STATE AL	POSTAL CODE 35080	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 SOUTHPOINT BANK				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 3500 Colonnade Parkway, Suite 140	CITY Birmingham	STATE AL	POSTAL CODE 35243	COUNTRY USA

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

See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

0S1124-301026 filed with the Judge of Probate of Shelby County, AL

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

THE CHURCH AT CAHABA BEND

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 applicable)

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 A attached hereto and made a part hereof.

17. MISCELLANEOUS:

**SCHEDULE I
TO
UCC FINANCING STATEMENT**

**BY AND BETWEEN THE CHURCH AT CAHABA BEND, AS DEBTOR AND
SOUTHPOINT BANK, AS SECURED PARTY**

(A) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the “**Land**”); and

(B) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the “**Improvements**”), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by that certain Mortgage by and between Debtor and Secured Party; and

(C) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by Debtor and attached to the Premises (other than fixtures); or placed on the Premises and used or useful in connection with, or in any way pertaining or relating to, the Premises or the use and occupancy thereof, though not attached to the Premises; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and

(D) All policies of hazard insurance now or hereafter in effect that insure the Premises, or any Improvements, or any other property conveyed or encumbered hereby, together with all right, title and interest of Debtor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and

(E) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of 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, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by that certain Mortgage by and between Debtor and Secured Party; and

(F) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(G) All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to Debtor or any subsequent owner of the Premises, or the Improvements, or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Premises, or the Improvements, or any other such property; and

(H) (i) All general intangibles relating to the development or use of the Premises, the Improvements or any other property conveyed or encumbered hereby, or the management and operation of any business of Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (ii) the good will of any business conducted or operated on the Premises, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (iii) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Premises, the Improvements or any other property conveyed or encumbered by this Agreement, or used or useful in connection therewith, whether now or hereafter entered into; and

(I) all capital campaign pledges and commitments;

(J) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; and

(K) All proceeds of any of the foregoing.

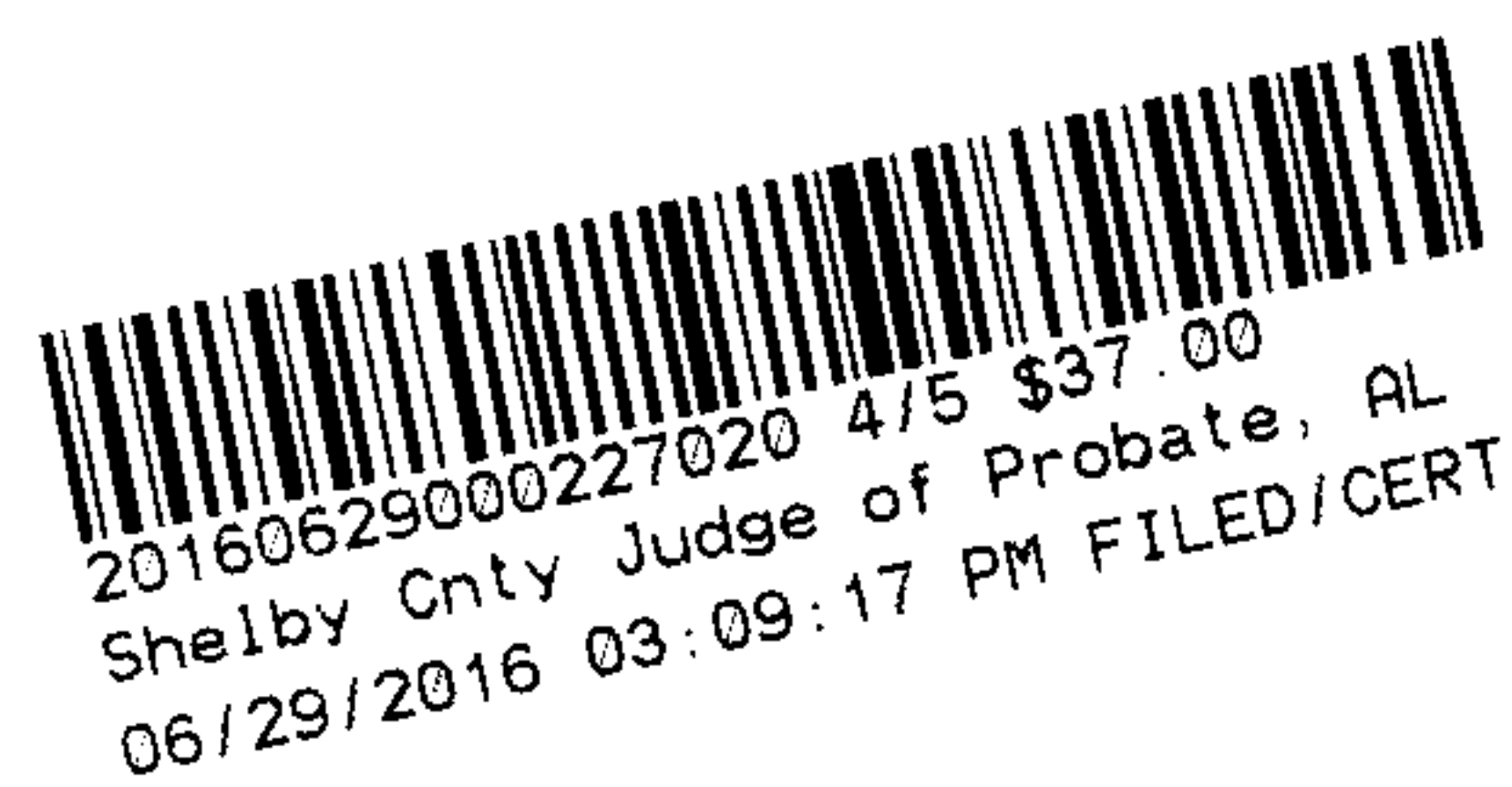



EXHIBIT A

[Legal Description]

Part of the West ½ of Section 16, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows;

Commence at the Southwest corner of Section 16, Township 20 South, Range 3 West, Shelby County, Alabama and run North along the West line of same 1890.69 feet to the Point of Beginning of herein described parcel, said point being on a curve on the Northerly Right of Shelby County Highway No. 52; thence continue North along said West line of Section 16, 744.90 feet to a point being 50.00 feet Southeast of and parallel to the Southeasterly Right of Way of the CSX Railroad; thence an interior angle of 105°39'20" and run to the right in a Northeasterly direction and parallel to said Right of Way 749.86 feet; thence an interior angle of 89°47'17" and run to the right in a Southeasterly direction along a line being the Southwesterly line of a 40 foot Buffer and Open Space paralleling Hillsboro Subdivision, Phase I a distance of 395.62 feet; thence an interior angle of 171°56'23" and run to the right in a Southeasterly direction continuing along said line of Buffer and Open Space 193.43 feet; thence an interior angle of 188°16'47" and run to the left in a Southeasterly direction continuing along said line of Buffer and Open Space 129.49 feet; thence an interior angle of 100°50'47" and run to the right in a Southwesterly direction 139.89 feet to the Point of Curve of a curve to the left, said curve having a radius of 200.00 feet and a central angle of 40°56'01"; thence continue in a Southwesterly direction along the arc of said curve 142.89 feet to the Point of Tangent; thence continue in a Southwesterly direction along a line tangent to the end point of said curve 57.16 feet to a point on the Northerly Right of Way of Shelby County Highway No. 52, said point being on a curve to the left, having a radius of 714.69 feet and a central angle of 35°07'58"; thence an interior angle of 91°31'57" to the tangent of said point on curve and run to the right in a Northwesterly to Southwesterly direction along said Right of Way and the arc of said curve 438.24 feet to the Point of Tangent; thence continue in a Southwesterly direction along a line tangent to the end point of said curve 110.61 feet to the Point of Curve of a curve to the left, having a radius of 1534.95 feet and a central angle of 4°09'04"; thence continue in a Southwesterly direction along said Right of Way and the arc of said curve 111.21 feet to the Point of Beginning.


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