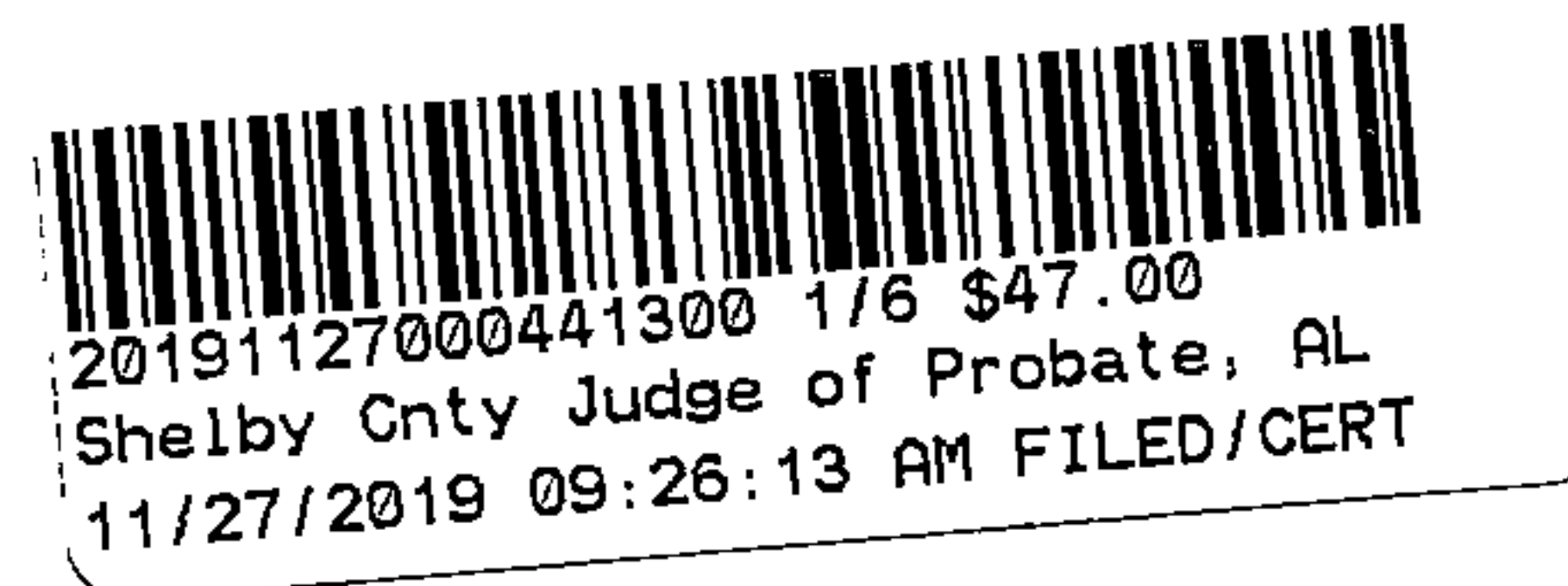


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
QUARLES & BRADY LLP 300 N. LaSalle Street, Suite 4000 Chicago, IL 60654-3406 Attn: Mary Ann Murray, Esq.



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)

OR	1a. ORGANIZATION'S NAME				
	WESTWOOD BAPTIST CHURCH, an Alabama non-profit corporation				
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1155 Alabaster Boulevard		Alabaster	AL	35007	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)

OR	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)

OR	3a. ORGANIZATION'S NAME				
	TMI TRUST COMPANY				
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
901 Summit Avenue		Fort Worth	TX	76102	USA

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

Please see attached Exhibit A attached hereto and made a part hereof.

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

File with Shelby County, Alabama

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 ☐

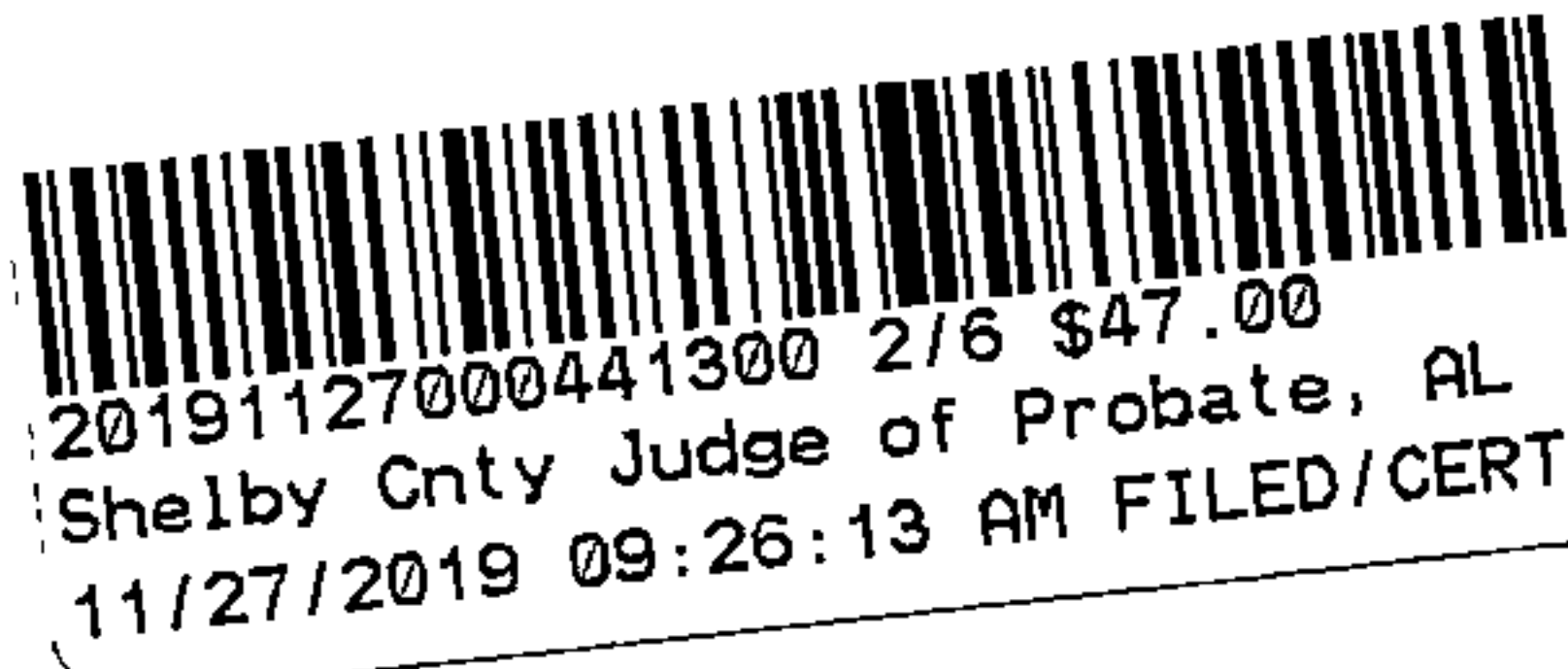
9a. ORGANIZATION'S NAME
WESTWOOD BAPTIST CHURCH, an Alabama non-profit corporation

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)SUFFIX



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 ADDRESSCITYSTATEPOSTAL CODECOUNTRY

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 SURNAMEFIRST PERSONAL NAMEADDITIONAL NAME(S)/INITIAL(S)SUFFIX

11c. MAILING ADDRESSCITYSTATEPOSTAL CODECOUNTRY

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 B attached hereto.

17. MISCELLANEOUS:

EXHIBIT A
TO
UCC FINANCING STATEMENT

COLLATERAL

Debtor: **WESTWOOD BAPTIST CHURCH, AN ALABAMA
NONPROFIT CORPORATION**

Secured Party: **TMI TRUST COMPANY, a Florida Trust Company**

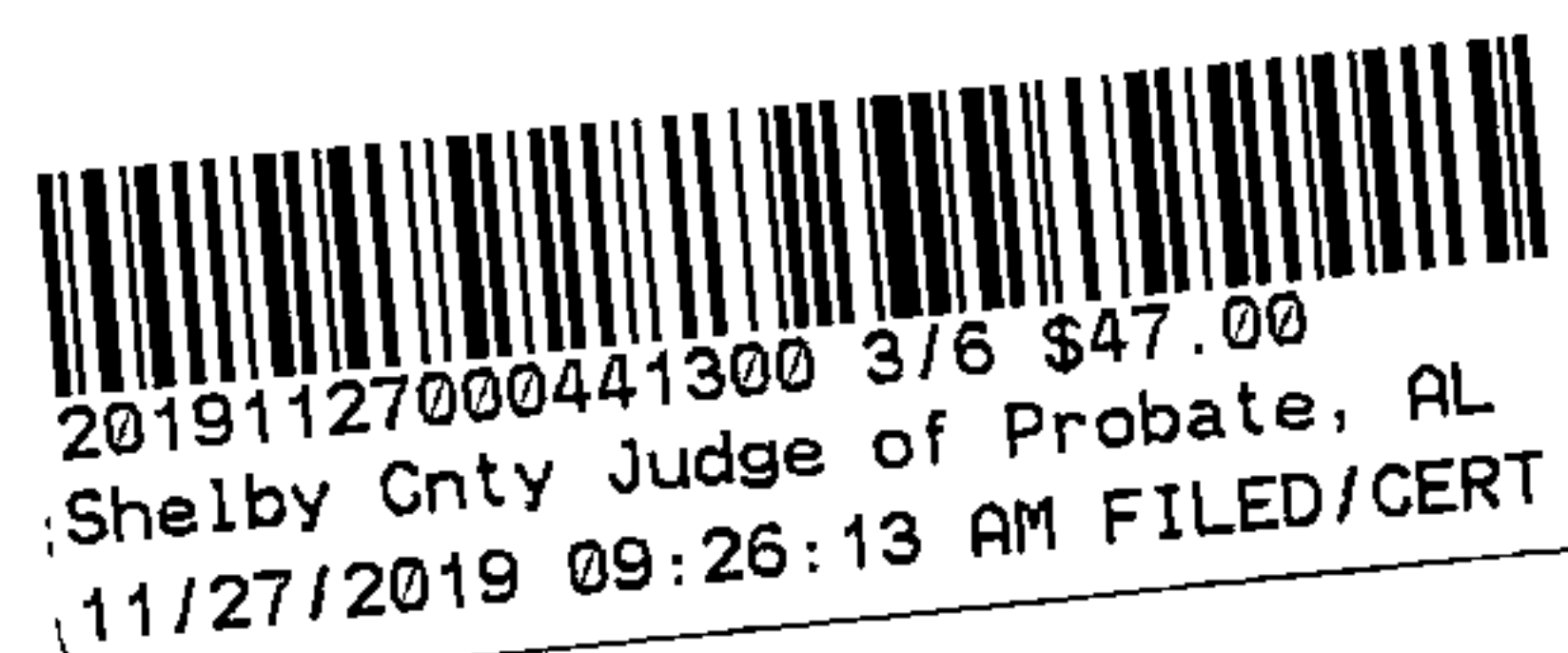
1. **GRANT OF SECURITY:** Debtor does hereby irrevocably mortgage, grant, bargain, sell, alienate, pledge, assign, warrant, transfer, confirm, hypothecate, and convey to Secured Party and its successors and assigns the following property, rights, interests, and estates now owned, or hereafter acquired by Debtor (collectively, the "**Property**"):

(a) **Land.** The real property described in Addendum A attached hereto and made a part hereof (the "**Land**"), together with all additional lands, estates, and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Mortgage;

(b) **Improvements.** The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(c) **Easements.** All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim, and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) **Equipment.** All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions, and replacements of any of the foregoing), together with all attachments, components, parts, equipment, and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases, except to the extent that Debtor shall have any right or interest therein;



(e) **Fixtures.** All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and the Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration, or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures, and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment, and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others and, if owned jointly, to the extent of Debtor's interest therein), and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments, and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "**Fixtures**" shall not include any property which tenants are entitled to remove pursuant to leases, except to the extent that Debtor shall have any right or interest therein;

(f) **Personal Property.** All furniture, furnishings, objects of art, machinery, goods, tools, supplies, and appliances, including, but not limited to, disposals, dishwashers, refrigerators and ranges, recreational equipment, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title, and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of the Security Instrument;

(g) **Leases.** All leases, subleases, licenses, franchises, concessions, or grants of other possessory interests, tenancies, and any other agreements affecting the use, possession, or occupancy of the Property or any part thereof, whether now or hereafter existing or entered into (including, without limitation, any use or occupancy arrangements created pursuant to Section 365(d) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership, or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Property) and all amendments, modifications, supplements, extensions, or renewals thereof, whether now or hereafter existing (collectively, the "**Leases**");

(h) **Rents.** All rents, including without limitation percentage rent and additional rent (including tenant tax and operating expense reimbursements), monies payable as damages or in lieu of rent, revenues, parking revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, income, receipts, royalties, receivables, termination payments, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor, or its agents or employees, from any and all sources arising from or attributable to the Property (collectively, the "**Rents**");

(i) **Condemnation Awards.** All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) **Insurance Proceeds.** All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(k) **Proceeds.** All proceeds and products of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation, other claims or otherwise; and

(l) **Other Rights.** Any and all other rights of Debtor in and to the items set forth in subsections (a) through (k) above.

AND without limiting any of the other provisions of the Mortgage, to the extent permitted by applicable law, Debtor expressly grants to Secured Party, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements, and the Fixtures collectively referred to as the “**Real Property**”) appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of the Security Instrument be deemed conclusively to be real estate and subject to the Security Instrument.

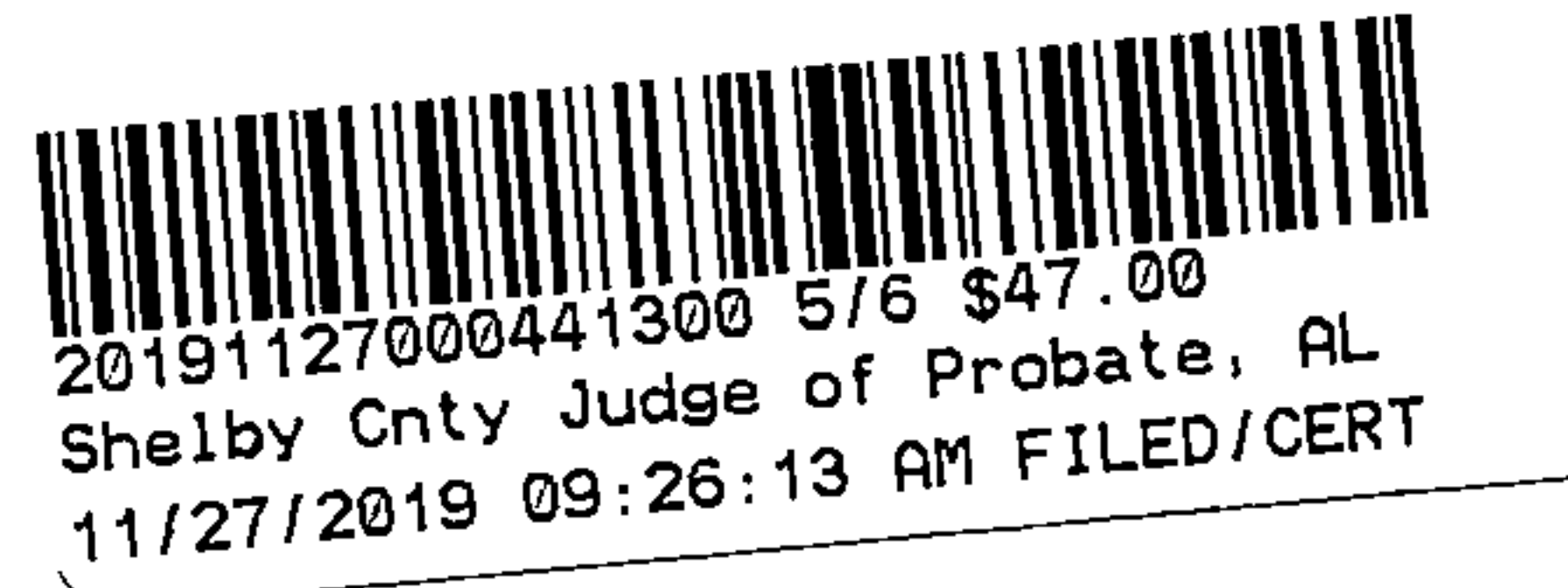


EXHIBIT B

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows: A parcel of land situated in the Northwest 1/4 of Section 6, Township 21 South, Range 2 West and the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Section 6, Township 21 South, Range 2 West, Shelby County, Alabama; thence in an Easterly direction along the North line of said Section 6 a distance of 2464.52 feet to a point on the Westerly right of way line of a proposed road, said point lying on a curve to the right having a radius of 267.50 feet and a central angle of 84 degrees 35 minutes 12 seconds; thence 80 degrees 41 minutes 54 seconds to the right (angle measured to tangent) in a Southerly and Southwesterly direction along the arc of said curve and along said right of way line a distance of 394.91 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said right of way line a distance of 316.54 feet to the P.C. (point of curve) of a curve to the left having a radius of 1032.50 feet and a central angle of 25 degrees 27 minutes 28 seconds; thence in a Southwesterly direction along the arc of said curve and along said right of way line a distance of 458.76 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said right of way line a distance of 1042.50 feet to a point; thence 90 degrees to the right in a Northwesterly direction (leaving said right of way line) a distance of 248.19 feet to a point; thence 18 degrees 00 minutes 32 seconds to the left in a Northwesterly direction a distance of 750.35 feet to a point, said point lying 70.00 feet West of the East line of Section 1, Township 21 South, Range 3 West; thence 55 degrees 17 minutes 11 seconds to the right in a Northerly direction parallel to and 70.00 feet West of the East line of Section 1 a distance of 679.59 feet to a point said point lying on the North line of said Section 1; thence 92 degrees 24 minutes 14 seconds to the right in an Easterly direction along the North line of said Section 1 a distance of 70.06 feet to the Point of Beginning.

Together with rights obtained, that constitute an interest in Real Estate, under that certain Sewer Easement Agreement by and between Shelby Land Partners, LLC and Mark Edward Osborn, as granters and Westwood Baptist Church, as grantee, recorded in Instrument Number 20041027000594750.

Situated in Shelby County, Alabama.


20191127000441300 6/6 \$47.00
Shelby Cnty Judge of Probate, AL
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