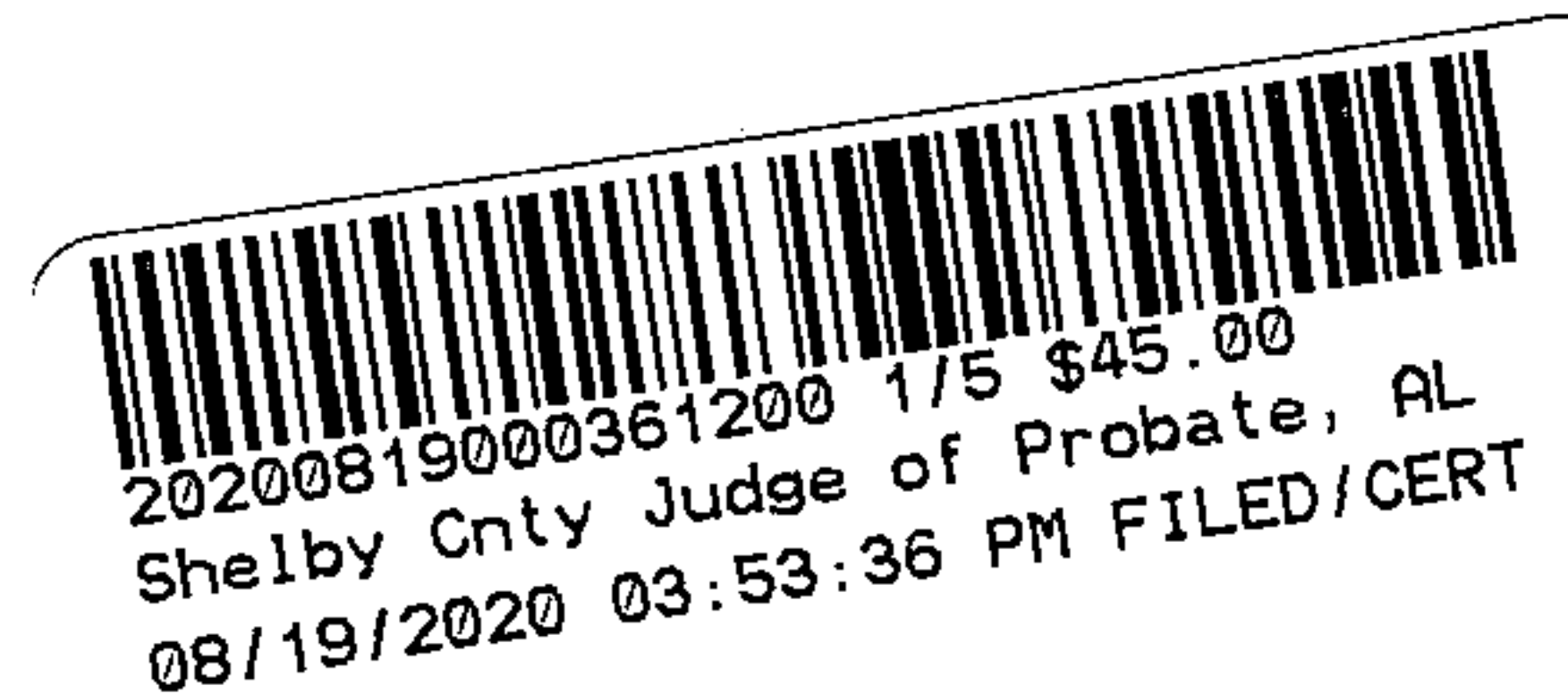


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Michael B. Odom (205) 725-6400
B. E-MAIL CONTACT AT FILER (optional) modom@mcglinchey.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) McGlinchey Stafford 505 North 20th Street Suite 800 Birmingham, AL 35203



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 Newcastle Development, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 3978 Parkwood Road SE	CITY Bessemer	STATE AL	POSTAL CODE 35022-5630	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 Newcastle Construction, Inc.				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS 3978 Parkwood Road SE	CITY Bessemer	STATE AL	POSTAL CODE 35022-5630	COUNTRY USA

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 Trustmark National Bank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS One Inverness Center Pkwy, Ste. 201	CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY USA

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

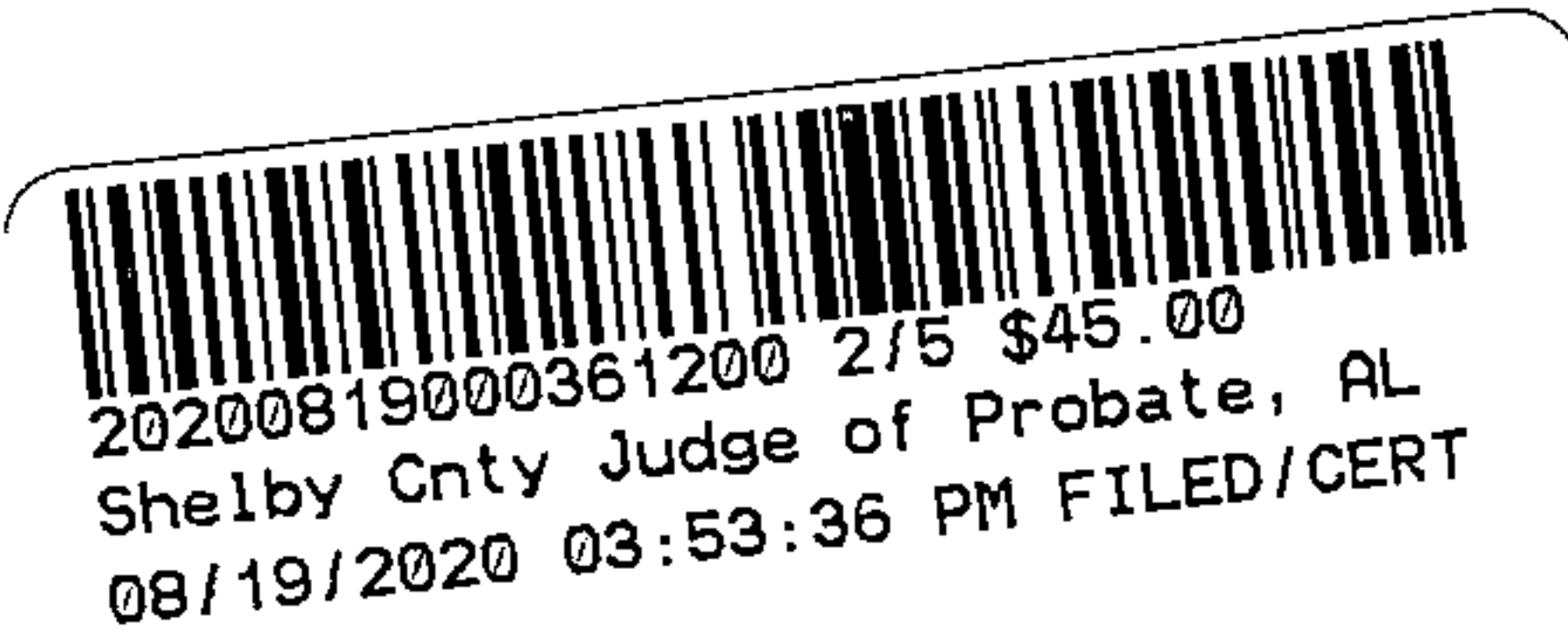
See Attached Schedule I

Additional collateral for that certain mortgage recorded simultaneously herewith.

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/Licenser				
8. OPTIONAL FILER REFERENCE DATA:				

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
Newcastle Development, LLC
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 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. [X] 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 attached Exhibit A

17. MISCELLANEOUS:

Schedule I

(A) The land described in Exhibit A attached hereto and made a part hereof (the "Land") as well as all development rights, air rights, water, water rights and water stock relating to the Land, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Land, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law and in equity of Mortgagor of, in and to the same, including but not limited to the other rights herein enumerated.

(B) All present and future structures, buildings, improvements and appurtenances of any kind now or hereafter situated on the Land (herein called the "Improvements") and all fixtures, fittings, apparatus, equipment and appliances of every kind and character now or hereafter attached or appertaining to the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all plumbing fixtures, ornamental and decorative fixtures, elevators, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances and sprinkling, smoke, fire and intrusion detection devices, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Mortgage, whether or not attached or affixed to the Land.

(C) All appurtenances to the Land and all rights of Mortgagor in and to any streets, roads, public places, easements or rights of way relating to the Land.

(D) All the Rents, revenues, receipts, royalties, issues, income and profits of the Land and the Improvements and all rights of Mortgagor under all present and future Leases and subleases affecting the Land and the Improvements.

(E) All proceeds and claims arising on account of any damage to or taking of the Land or any Improvements thereon or any part thereof and all causes of action and recoveries for any loss or diminution in the value of the Land or any Improvements.

(F) All building materials, equipment, fixtures, fittings and appliances of every kind and character now owned or hereafter acquired by Mortgagor for the purpose of being solely used in connection with the operation of the Improvements as a building as distinct from any business conducted within the Improvements or on the Land, whether such building materials, equipment, fixtures, fittings and appliances are actually located on or adjacent to the Land and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all lumber and lumber products, bricks, building stones and blocks, sand, cement, roofing and flooring material, paint, doors, windows, hardware, nails, insulations, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures and all gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances; and

(G) All general intangibles relating to the development or use of the Land, including, without limitation, all water and sewer allocations, all licenses, all

governmental permits relating to construction on the Land, all names under or by which the Land or any Improvements on the Land may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land.



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Shelby Cnty Judge of Probate, AL
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Exhibit A

(Real Property)

LEGAL DESCRIPTION

HILLSBORO SOUTH SUBDIVISION

Tract of land situated in the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ in Section 28, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows.

BEGIN at the Northeast corner of the Southwest $\frac{1}{4}$ of said Section; thence run South along the East line of said $\frac{1}{4}$ section a distance of 2652.5 feet, more or less, to the Southeast corner of said $\frac{1}{4}$ section and also a point on the South line of said Section; thence turn an angle of $91^{\circ} 00' 00''$ to the right in a Westerly direction along the South line of said Section a distance of 1323 feet, more or less, to the Southwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section; then turn an angle of $90^{\circ} 00' 00''$ to the right in a Northerly direction along the West line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the West line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section a distance of 1627.0 feet; thence turn an angle of $17^{\circ} 30' 00''$ to the right in a Northeasterly direction a distance of 935.5 feet; thence turn an angle of $16^{\circ} 30' 00''$ to the right in a Northeasterly direction a distance of 213.6 feet; thence turn an angle of $40^{\circ} 00' 00''$ to the right in a Northeasterly direction a distance of 320.0 feet; thence turn an angle of $42^{\circ} 30' 00''$ to the left in a Northeasterly direction a distance of 100.0 feet; thence turn an angle of $38^{\circ} 00' 00''$ to the left in a Northwesterly direction a distance of 539.0 feet; thence turn an angle of $77^{\circ} 30' 00''$ to the left in a Westerly direction a distance 128.1 feet; thence turn an angle of $45^{\circ} 15' 00''$ to the left in a Northwesterly direction a distance 319.3 feet; thence turn an angle of $66^{\circ} 00' 00''$ to the right in a Northeasterly direction a distance of 417.0 feet; thence turn an angle of $58^{\circ} 00' 00''$ to the right in a Easterly direction a distance of 372.2 feet, more or less, to the center line of a public road (Hillsboro Parkway); thence right $40^{\circ} 00' 00''$, more or less, in a Southeasterly direction along the center line of said road a distance 223.7 feet; thence leaving said road turn an angle of $75^{\circ} 00' 00''$ to the right in a Southwesterly direction a distance of 177.0 feet; thence turn an angle of $10^{\circ} 00' 00''$ to the left in a Southerly direction a distance of 203.0 feet; then turn an angle of $10^{\circ} 00' 00''$ to the left in a Southerly direction a distance of 158.6 feet; thence turn an angle of $93^{\circ} 00' 00''$ to the left in a Easterly direction a distance of 170.0 feet; thence right in a Southeasterly direction along a straight line to the **POINT OF BEGINNING**. Said tract containing 93.1 acres, more or less.



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