

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Gina Williams (205) 263 4700
B. E-MAIL CONTACT AT FILER (optional) gina.williams@oakworth.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Oakworth Capital Bank 850 Shades Creek Parkway Ste 200 Birmingham, AL 35209

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UCC1 1/3

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				
P O Box 804		CITY Decherd	STATE TN	POSTAL CODE 37324-0804
		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				
850 Shades Creek Parkway Ste 200		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 and Security Agreement dated May 5, 2016 recorded in Instrument #20160517000168130 from Debtor in favor of Secured Party on which the appropriate Mortgage Tax has already been paid.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> 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: OCB #900207100	

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.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
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