

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS.

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) James Webb 205-521-8000
B. E-MAIL CONTACT AT SUBMITTER (optional) jwebb@bradley.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Bradley Arant Boult Cummings LLP 1819 Fifth Avenue North Birmingham, AL 35203</div> <div>SEE BELOW FOR SECURED PARTY CONTACT INFORMATION</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 Oak Mountain Presbyterian Church				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 5080 Cahaba Valley Trace Road	CITY Birmingham	STATE AL	POSTAL CODE 35242	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 First Horizon Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2340 Woodcrest Place	CITY Birmingham	STATE AL	POSTAL CODE 35209	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.

Filed as additional security to that certain Mortgage of even date, on which tax has been 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/Licenser		
8. OPTIONAL FILER REFERENCE DATA: 202102-401074 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

Oak Mountain Presbyterian Church


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**


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DEBTOR:	Oak Mountain Presbyterian Church , an Alabama non-profit corporation
SECURED PARTY:	First Horizon Bank , a Tennessee state-chartered bank

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings, appurtenances, and fixtures now or hereafter situated thereon (the "Improvements").
- B. all (i) streets, roads, alleys, permits, easements, licenses, rights-of-way, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Real Estate or the Improvements; (ii) strips or gores between the Real Estate and abutting or adjacent properties; (iii) options to purchase the Real Estate or the Improvements or any portion thereof or interest herein, and any greater estate in the Real Estate or Improvements; (iv) water, water rights (whether riparian, appropriative or otherwise and whether or not appurtenant) and water stock, timber, crops and mineral interests on or pertaining to the Real Estate; (v) development rights and credits and air rights and (vi) other contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C. (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Debtor is the lessor, including but not limited to any leases existing as of the date hereof (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, including but not limited to, the Existing Leases being hereinafter collectively referred to as the "Leases");
- (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
- (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages



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following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents;" provided, however, so long as no Event of Default has occurred, the Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

(iv) any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Debtor hereby appoints the Secured Party as the Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

- D. All building and construction materials and supplies, inventory, equipment, fixtures, systems, machinery, furniture, furnishings, goods, tools, apparatus and fittings of every kind or character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, the complete and proper planning, development, use, occupancy or operation of the Real Estate and Improvements, or acquired (whether delivered to the Real Estate or elsewhere) for use or installation in or on the Real Estate or the Improvements, wherever the same may be located, which are now or hereafter attached to or situated in, on or about the Real Estate and the Improvements, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building and construction materials and supplies, equipment and fixtures of every kind and character used or useful in connection with the Improvements, and all renewals and replacements of, substitutions for and additions to any of the foregoing.
- E. All (i) plans and specifications for the Improvements, (ii) the Debtor's rights, but not liability for any breach by the Debtor, under all commitments (including any commitments for financing to pay any of the Debt), insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government-sponsored program or entity), interest rate protection



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agreements, contracts and agreements for the design, construction, renovation, operation or inspection of the Improvements and other contracts and general intangibles (including payment intangibles and any trademarks, trade names, goodwill, software and symbols) related to the Real Estate or the Improvements or Personal Property (hereafter defined) or the operation thereof, (iii) deposits and deposit accounts arising from or relating to any transactions related to the Real Estate or the Improvements or Personal Property (including the Debtor's right in tenants' security deposits, deposits with respect to utility services to the Real Estate, and any deposits, deposit accounts or reserves hereunder or under any other Loan Document (as defined in the Loan Agreement) for taxes, insurance or otherwise), (iv) rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (whether tangible or electronic) arising from or by virtue of any transactions related to the Real Estate or Improvements, (v) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Real Estate and Improvements, (vi) as-extracted collateral produced from or allocated to the Real Estate, including oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom and the proceeds thereof, and (vii) engineering, accounting, title, legal and other technical or business data concerning the Real Estate and Improvements, including software, which are in the possession of the Debtor or in which the Debtor can otherwise grant a security interest.

- F. All (i) accounts and proceeds (whether cash or non-cash and including payment intangibles), of or arising from the properties, rights, titles and interests referred to hereinabove, including the proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance, present and future (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government-sponsored program or entity), payable because of a loss sustained to all or part of the Real Estate or Improvements (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, proceeds arising out of any damage thereto, including any and all commercial tort claims, (ii) letter-of-credit rights (whether or not the letter of credit is evidenced by writing) the Debtor now has or hereafter acquires relating to the properties, rights, title and interests referred to herein, (iii) commercial tort claims the Debtor now has or hereafter acquires relating to the properties, rights, title and interests referred to herein, and (iv) other interests of every kind and character which the Debtor now has or hereafter acquires in, or for the benefit of the properties, rights, titles and interests referred to hereinabove and all property used or useful in connection therewith, including rights of ingress and egress and remainders, reversions and reversionary rights or interests.
- G. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party, or in which the Secured Party is



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granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

- H. All proceeds and products of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to in Granting Clauses A through G hereinabove.

(All of the property and interests in property described in the foregoing Granting Clauses A through H, both inclusive, are herein sometimes collectively called the "Property". The personal property described in Granting Clauses D, E and F and all other personal property covered by this mortgage are herein sometimes collectively called the "Personal Property".)

EXHIBIT A

[Legal Description]

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The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

Parcel 1:

A parcel of land situated in part of the West 1/2 of the SW 1/4 of Section 13, and part in SE 1/4 of the SE 1/4 of Section 14, Township 19 South, Range 2 West, described as follows:

Commence at the Northwest corner of Section 24, Township 19 South, Range 2 West, and go South 2 degrees 06 minutes 35 seconds along the West boundary of Section 24, for 547.72 feet to a point on the tangent of Highway No. 119; thence North 33 degrees 07 minutes 06 seconds East along said tangent 848.14 feet to the beginning of a curve to the right; thence North 27 degrees 31 minutes 32 seconds East for 308.03 feet; thence North 56 degrees 34 minutes West for 160.80 feet to the point of beginning; thence North 56 degrees 30 minutes 40 seconds West for 176.98 feet; thence North 48 degrees 01 minute West for 629.67 feet; thence continue North 48 degrees 01 minute West for 25.00 feet to the center of Bishop Creek; thence Nine (9) courses up said creek as follows: (Go North 61 degrees 19 minutes 41 seconds East for 44.71 feet; thence North 80 degrees 14 minutes 11 seconds East for 61.11 feet; thence South 75 degrees 27 minutes 45 seconds East for 75.68 feet; thence North 46 degrees 44 minutes 21 seconds East for 95.46 feet; thence North 30 degrees 35 minutes 07 seconds East for 179.89 feet; thence North 42 degrees 05 minutes 33 seconds East for 71.77; thence North 8 degrees 42 minutes East for 64.87 feet; thence North 27 degrees 37 minutes 39 seconds East for 147.56 feet; thence North 38 degrees 16 minutes 57 seconds East for 206.22 feet to the Southwesterly boundary of Highway 14); thence South 59 degrees 06 minutes 10 seconds East along said boundary 30.85 feet to a point on the bank of said creek; then continue South 59 degrees 06 minutes 10 seconds East along said boundary 883.68 feet; thence South 20 degrees 13 minutes 48 seconds East for 95.22 feet to the Westerly boundary of Highway 119; thence South 43 degrees 46 minutes 48 seconds West along said boundary 416.11 feet to the beginning of a curve to the left, said curve having a central angle of 1 degree 55 minutes 30 seconds and a radius of 4,596.72 feet; thence along the curve 154.44 feet; thence North 35 degrees 35 minutes 10 seconds West for 334.21 feet; thence South 48 degrees 15 minutes 12 seconds West for 251.10 feet; thence South 27 degrees 19 minutes 45 seconds East for 219.80 feet; thence South 39 degrees 43 minutes 22 seconds West for 161.92 feet to the point of beginning.

Parcel II:

A parcel of land in the SW 1/4 of the SW 1/4 of Section 13, Township 19 South, Range 2 West, described as follows:

Commence at the Southwest corner of Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, and run in a Southerly direction along the West line of Section 24, Township 19 South, Range 2 West, Shelby County, Alabama, on an assumed bearing of South 02 degrees 06 minutes 36 seconds West a distance of 547.72 feet to a point in the center line of Highway 119; thence run North 33 degrees 07 minutes 16 seconds East a distance of 848.14 feet to a point; thence run North 27 degrees 31 minutes 32 seconds East a distance of 308.03 feet to the POINT OF



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BEGINNING, SAID POINT BEING A POINT ON THE Northwest right-of-way of said Highway 119 and the Easterlymost corner, and point of Beginning of the property of Peter J. and Carol J. Clemens, as recorded in Deed Book 346, page 593; in the Office of the Probate Judge of Shelby County, Alabama; thence run North 56 degrees 34 minutes 00 seconds West along the Northeast line of said Clemens parcel a distance of 160.80 feet to a point; thence run North 39 degrees 43 minutes 22 seconds East along the Southerlymost Southeast line of a parcel of land also owned by said Clemens and surveyed by James A. Higgins, P.L.S. No. 9428 on November 5, 1985 and David L. Waldrep, P.L.S. No. 14982 on May 21, 1986, a distance of 100.61 feet; thence run South 56 degrees 34 minutes 00 seconds East a distance of 157.37 feet to a point on the Northwest right-of-way of Highway 119 and a point on a curve running in a Southwesterly direction having a central angle of 1 degree 09 minutes 47 seconds, a radius of 4940.42 feet, and a chord bearing of South 37 degrees 46 minutes 24 seconds West; thence run along the arc of said curve and the right-of-way of Highway 119 a distance of 100.29 feet, more or less, to the POINT OF BEGINNING.