



20050715000354810 1/6 \$36.00
Shelby Cnty Judge of Probate, AL
07/15/2005 01:03:21PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Matthew W. Grill (205) 254-1000

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Matthew W. Grill
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME Shady Hollow Development, Inc.					
	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 110 Scotch Drive, Suite 101			CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION AL		1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> None	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (2a or 2b) – do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME					
	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> None	

3. SECURED PARTY'S NAME – (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME First American Bank					
	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1927 First Avenue North			CITY Birmingham	STATE AL	POSTAL CODE 35203	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I and Exhibit A attached hereto and made a part hereof.

TO BE FILED IN: Shelby County, AL_
Project: _____ / MCG # 3818-344

5. ALTERNATIVE DESIGNATION [If applicable]: ☐ LESSEE/LESSOR ☐ COSIGNEE/COSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
[ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA
Shady Hollow Development, Inc.

FILING OFFICE COPY – UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME Shady Hollow Development, Inc.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (11a or 11b) – do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> None	

12. ☐ ADDITIONAL SECURED PARTY'S OR ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:
See Schedule I and Exhibit A attached hereto

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check <u>only</u> if applicable and check <u>only</u> one box. Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate
18. Check <u>only</u> if applicable and check <u>only</u> one box. <input type="checkbox"/> Debtor is a TRANSMITTING UTILITY <input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction – effective 30 years. <input type="checkbox"/> Filed in connection with a Public-Finance Transaction – effective 30 years.

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land.** The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** 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 the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, 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 Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, 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 (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) **Proceeds.** All proceeds of any of the foregoing.


As used in this Schedule I, **Borrower** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Borrower is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

EXHIBIT A

(Land Description)


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Parcel A:

Commence at the SE corner of the NW 1/4 of the NE 1/4 of Section 7, Township 20 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning; thence S 89° 23' 12" W, a distance of 1,320.95 feet; thence S 00° 37' 21" E, a distance of 946.48 feet to the Northerly right of way of Shelby County Highway 36 to the point of curve of a non tangent curve to the right, having a central angle of 02° 46' 22" of and a radius of 310.00 feet, said curve subtended by a chord bearing N 83° 10' 09" W and a chord distance of 15.00 feet; thence Westerly along the arc of said curve and along said right of way a distance of 15.00 feet; thence N 81° 46' 58" W along said right of way, a distance of 162.82 feet to a point of curve to the left having a radius of 370.00 feet and a central angle of 28° 56' 05", said curve subtended by a chord bearing S 83° 44' 59" W and a chord distance of 184.87 feet; thence Westerly along the arc of said curve and along said right of way a distance of 186.85 feet to a point of compound curve having a radius of 640.00 feet and a central angle of 13° 10' 01", said curve subtended by a chord bearing S 62° 41' 56" W and a chord distance of 146.75 feet; thence Southwesterly along the arc of said curve and along said right of way, a distance of 147.08 feet; thence S 56° 06' 56" W along said right of way, a distance of 43.62 feet to a point of curve to the left having a radius of 1540.00 feet and a central angle of 04° 13' 04", said curve subtended by a chord bearing S 54° 00' 24" W and a chord distance of 113.34 feet; thence Southwesterly along the arc of said curve and along said right of way a distance of 113.37 feet; thence S 51° 53' 52" W along said right of way, a distance of 185.05 feet to a point of curve to the right having a radius of 1280.00 feet and a central angle of 10° 19' 10", said curve subtended by a chord bearing S 57° 03' 27" W and a chord distance of 230.23 feet; thence Southwesterly along the arc of said curve and along said right of way a distance of 230.54 feet; thence S 62° 13' 02" W along said right of way, a distance of 3.57 feet to a point of curve to the right having a radius of 454.82 feet and a central angle of 19° 04' 30", said curve subtended by a chord bearing S 71° 45' 17" W and a chord distance of 150.72 feet; thence Westerly along the arc of said curve and along said right of way a distance of 151.42 feet; thence N 01° 29' 34" W and leaving said right of way, a distance of 422.52 feet; thence S 89° 56' 01" W, a distance of 208.60 feet; thence N 00° 29' 36" W, a distance of 946.58 feet; thence N 00° 36' 29" W, a distance of 663.65 feet; thence N 62° 23' 17" E, a distance of 467.10 feet; thence N 63° 12' 11" E, a distance of 1,014.30 feet; thence N 00° 50' 28" W, a distance of 1329.71 feet; thence N 89° 07' 25" E, a distance of 1,326.10 feet; thence S 00° 28' 11" E, a distance of 1,316.25 feet; thence S 00° 31' 16" E, a distance of 1,337.65 feet to the point of beginning.

Parcel B:

Commence at the SE corner of the SE 1/4 of the NW 1/4 of Section 7, Township 20 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning; thence S 89° 08' 55" W, a distance of 582.55 feet; thence N 41° 21' 47" W, a distance of 135.20 feet to the Southerly right of way Shelby County Hwy 36; thence N 51° 53' 52" E along said right of way, a distance of 125.62 feet to a point of curve to the right having a radius of 1,460.00 feet and a central angle of 04° 13' 04", said curve subtended by a chord bearing N 54° 00' 24" E and a chord distance of 107.45 feet; thence Northeasterly along the arc of said curve and along said right of way a distance of 107.48 feet; thence N 56° 06' 56" E along said right of way, a distance of 43.62 feet to a point of curve to the right having a radius of 560.00 feet and a central angle of 13° 10' 01", said curve subtended by a chord bearing N 62° 41' 56" E and a chord distance of 128.41 feet; thence Northeasterly along the arc of said curve and along said right of way a distance of 128.69 feet to a point of compound curve having a radius of 290.00 feet and a central angle of 28° 56' 05", said curve subtended by a chord bearing N 83° 44' 59" E and a chord distance of 144.90 feet; thence Easterly along the arc of said curve and along said right of way, a distance of 146.45 feet; thence S 81° 46' 58" E along said right of way, a distance of 162.82 feet to a point of curve to the left having a radius of 390.00 feet and a central angle of 04° 01' 15", said curve subtended by a chord bearing S 83° 47' 35" E and a chord distance of 27.36 feet; thence Easterly along the arc of said curve and along said right of way a distance of 27.37 feet; thence S 00° 37' 21" E and leaving said right of way, a distance of 306.25 feet to the point of beginning.

Also a perpetual non-exclusive easement and right of way for ingress and egress as recorded in Instrument No. 1997-14512 and Instrument No. 1996-14098 in the Office of the Judge of Probate of Shelby County, Alabama.