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Shelby Cnty Judge of Probate, AL  
04/20/2006 09:53:15AM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
James F. Burford, III 205-822-3433	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
James F. Burford, III Attorney at Law 1318 Alford Avenue, Suite 101 Birmingham, AL 35226	

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

1a. ORGANIZATION'S NAME						
Sherwood, Inc.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
3965 Lorna Crest Road			Birmingham	AL	35244	USA
1d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID # if any	
			Corporation	Alabama	<input 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

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #	SSN OR EIN	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)

3a. ORGANIZATION'S NAME						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
3437 Lorna Road			Birmingham	AL	35216	USA

### 4. This FINANCING STATEMENT covers the following collateral:

See attached Exhibits A and B attached hereto and incorporated by reference herein.

5. ALTERNATIVE DESIGNATION [if applicable]:		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	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) [ADDITIONAL FEE] [optional]		All Debtors	Debtor: 1	Debtor: 2
8. OPTIONAL FILER REFERENCE DATA							



**EXHIBIT A**  
**DESCRIPTION OF COLLATERAL**

- (a) The Real Estate, together with all improvements, structures, buildings and fixtures now or hereafter situated thereon or therein (the "Improvements").
- (b) All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- (c)
  - (1) 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 Borrower is the lessor, including, but not limited to any existing leases (the "Existing Leases"), any and all extensions, modifications, amendments and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including, but not limited to, 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 referred to, collectively, as the "Leases");
  - (2) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
  - (3) 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 Borrower 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 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 untenantability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that Borrower 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, Borrower shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

- (4) any award, dividend or other payment made hereafter to Borrower 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. Borrower hereby appoints Lender as Borrower's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.
- (d) All materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by Borrower for the purpose of, or used or useful in connection with, the Real Estate or the Improvements, wherever the same may be located, 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, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Real Estate or the Improvements.
- (e) All proceeds (including, but not limited to, insurance proceeds) and products of any of the foregoing, or any part thereof.
- (f) 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 Lender, or in which Lender is granted a security interest, as and for additional security hereunder by Borrower, or by anyone on behalf of, or with the written consent of, Borrower.

The term "Real Estate" as used in this Exhibit A is described in Exhibit B, attached hereto and incorporated herein by this reference.




# EXHIBIT B

TRACT NO. 3: Commence at the Southeast corner of the Southeast one-fourth of the Northeast one-fourth of Section 35, Township 21 South, Range 3 West, Shelby County, Alabama; thence proceed North  $01^{\circ} 54' 54''$  West along the East boundary of said Section 35 for a distance of 248.54 feet to a point being located on the Northerly right-of-way of Shelby County Highway No. 24; thence proceed Southwesterly along the curvature of a concave curve right having a delta angle of  $49^{\circ} 58' 56''$  and a radius of 563.11 feet for a chord bearing and distance of South  $66^{\circ} 49'$  West, 475.80 feet to the P. T. of said curve; thence proceed North  $88^{\circ} 11' 28''$  West along the Northerly right-of-way of said road for a distance of 111.84 feet; thence continue North  $88^{\circ} 11' 28''$  West along the Northerly right-of-way of said road for a distance of 466.88 feet to the P. C. of a concave curve right having a delta angle of  $90^{\circ} 00' 01''$  and a radius of 25.0 feet said point being the point of beginning. From this beginning point continue thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North  $43^{\circ} 11' 27''$  West, 35.36 feet to the P. T. of said curve; thence proceed North  $01^{\circ} 48' 32''$  East for a distance of 428.63 feet to the P. C. of a concave curve left having a delta angle of  $00^{\circ} 22' 45''$  and a radius of 4778.41 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North  $01^{\circ} 18' 36''$  West, 31.60 feet to the P. T. of said curve; thence proceed North  $02^{\circ} 42' 54''$  West for a distance of 202.66 feet; thence proceed South  $85^{\circ} 27' 15''$  West for a distance of 79.35 feet; thence proceed South  $03^{\circ} 04' 03''$  West for a distance of 678.60 feet to a point on the Northerly right-of-way of said road; thence proceed South  $88^{\circ} 11' 28''$  East along the Northerly right-of-way of said road for a distance of 136.47 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northeast one-fourth of Section 35, Township 21 South, Range 3 West, Shelby County, Alabama, and contains 1.59 acres.

TRACT NO. 4: Commence at the Southeast corner of the Southeast one-fourth of the Northeast one-fourth of Section 35, Township 21 South, Range 3 West, Shelby County, Alabama; thence proceed North  $01^{\circ} 54' 54''$  West along the East boundary of said Section 35 for a distance of 248.54 feet to a point being located on the Northerly right-of-way of Shelby County Highway No. 24; thence proceed Southwesterly along the curvature of a concave curve right having a delta angle of  $49^{\circ} 58' 56''$  and a radius of 563.11 feet for a chord bearing and distance of South  $66^{\circ} 49'$  West, 475.80 feet to the P. T. of said curve; thence proceed North  $88^{\circ} 11' 28''$  West along the Northerly right-of-way of said road for a distance of 715.19 feet to the point of beginning. From this beginning point proceed North  $03^{\circ} 04' 03''$  East for a distance of 678.60 feet; thence proceed North  $85^{\circ} 27' 15''$  East for a distance of 110.60 feet; thence proceed North  $08^{\circ} 43' 46''$  West for a distance of 1485.60 feet; thence proceed South  $85^{\circ} 25' 46''$  West for a distance of 830.66 feet to a point on the Easterly right-of-way of Alabama Highway No. 119; thence proceed South  $07^{\circ} 06' 31''$  West along the Easterly right-of-way of said Alabama Highway No. 119 for a distance of 590.66 feet to the P. C. of a concave curve right having a delta angle of  $04^{\circ} 07' 49''$  and a radius of 7521.74 feet; thence proceed Southwesterly along the Easterly right-of-way of said Alabama Highway No. 119 and along the curvature of said curve for a chord bearing and distance of South  $08^{\circ} 55' 14''$  West, 542.10 feet to the P. T. of said curve; thence proceed South  $10^{\circ} 54' 15''$  West along the Easterly right-of-way of said highway for a distance of 838.10 feet; thence proceed South  $07^{\circ} 04' 39''$  West for a distance of 29.94 feet to the flare back of said Alabama Highway No. 119; thence proceed South  $35^{\circ} 27' 33''$  East along the flare back of said highway for a distance of 94.87 feet to a point on the Northerly right-of-way of the aforementioned Shelby County Highway No. 24; thence proceed South  $88^{\circ} 11' 28''$  East along the Northerly right-of-way of said Shelby County Highway No. 24 for a distance of 1171.69 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of Section 35, Township 21 South, Range 3 West, Shelby County, Alabama, and contains 52.51 acres.

  
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