

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

20110929000288950 1/4 \$33.00
Shelby Cnty Judge of Probate, AL
09/29/2011 02:02:13 PM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER [optional] Cheryl Robinson (205) 879-5959	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) Cheryl Robinson CORLEY MONCUS, P.C. 728 Shades Creek Pkwy., Suite 100 Birmingham AL 35209	

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 name

1a. ORGANIZATION'S NAME LV PROPERTIES, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2502 3rd Avenue South			CITY Birmingham	STATE AL	POSTAL CODE 35233	COUNTRY USA
1d. TAX ID#: SSN or EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATION 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 name

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. ORGANIZATION 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 SERVISFIRST BANK						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 850 Shades Creek Pkwy., Suite 200			CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT BEING FILED SIMULTANEOUSLY HERewith, ON WHICH THE APPROPRIATE MORTGAGE TAX IS BEING PAID.

5. ALT. DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input checked="" type="checkbox"/> 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] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA	

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UCC FINANCING STATEMENT ADDENDUM

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9. NAME OF FIRST DEBTOR(1a or 1b) ON RELATED FINANCING STATEMENT			
9a. ORGANIZATION'S NAME LV PROPERTIES, LLC			
OR	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 name				
11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. TAX ID#: SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATION ID#, if any <input type="checkbox"/> NONE
12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> ASSIGNOR S/P -insert only one name (12a or 12b)				
12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
13. This FINANCING STATEMENT covers <input type="checkbox"/> timber to be cut or <input type="checkbox"/> as-extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.		16. Additional collateral description:		
14. Description of real estate: See attached Exhibit "A".				
15. Name and address of a RECORD OWNER of above described real estate (if Debtor does not have a record interest):				
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

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

(e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

Exhibit A

Legal Description

Lot 1A, according to the Cornerstone Resurvey of Lot 1, Cornerstone, as recorded in Map Book 39, Page 147, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama. Said lot being more particularly described as follows: A tract of land lying on the North side of Limestone Parkway (120 foot right of way), being situated in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of Lot #2 of Wadsworth Subdivision (a commercial subdivision) as recorded in Map Book 28, Page 2, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Southerly direction along said lot line for a distance of 111.02 feet to the point of beginning; thence turn a deflection angle to the left of 90 degrees 12 minutes 20 seconds and run in an Easterly direction for a distance of 212.78 feet to the West side of a 60 foot right of way; thence turn a deflection angle to the right of 89 degrees 30 minutes 14 seconds and run in a Southerly direction along said right of way for a distance of 149.57 feet to a point on a curve to the right having a radius of 50.00 foot with a delta angle of 90 degrees 29 minutes 46 seconds; thence run along said curve for a distance of 78.97 feet to the North side of said Limestone Parkway right of way (120 foot right of way); thence leaving said unnamed 60 foot right of way run along said Limestone Parkway right of way in a Westerly direction tangent to said curve for a distance of 164.80 feet; thence leaving said right of way, turn a deflection angle to the right of 90 degrees 12 minutes 20 seconds and run in a Northerly direction for a distance of 200.00 feet to the point of beginning.

LESS AND EXCEPT: The West 55 feet of Lot 1A, according to the Cornerstone Resurvey of Lot 1, Cornerstone, as recorded in Map Book 39, Page 147, in the Probate Office of Shelby County, Alabama, said property being more particularly described as follows: A tract of land lying on the North side of Limestone Parkway (120 foot right of way), being situated in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Begin at the Northwest corner of Lot 1A of Cornerstone Resurvey, as recorded in Map Book 39, Page 147, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in an Easterly direction along said lot line for a distance of 55.00 feet; thence turn a deflection angle to the right of 90 degrees 12 minutes 20 seconds and run in a Southerly direction for a distance of 200.00 feet to a point on the North right of way line of Limestone Parkway; thence turn a deflection angle to the right of 89 degrees 47 minutes 40 seconds and run in a Westerly direction along said North right of way line for a distance of 55.00 feet; thence leaving said North right of way line, turn a deflection angle to the right of 90 degrees 12 minutes 20 seconds and run in a Northerly direction for a distance of 200.00 feet to the point of beginning.