

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Darin W. Collier, Esq.  
Burr & Forman  
P. O. Box 830719  
Birmingham, Alabama 35283-0719

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office

Inst # 1996-00526  
01/08/1996-00526  
08:36 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 18.00

Pre-paid Acct #

2. Name and Address of Debtor (Last Name First if a Person)

Greystone Farms North, L.L.C.  
c/o Taylor Properties, L.L.C.  
1 Shades Creek Parkway, Attn: Michael Fuller  
Birmingham AL 35209

Social Security/Tax ID #

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

FILED WITH:

Shelby County Judge of Probate

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

SouthTrust Bank of Alabama, National Association  
P. O. Box 2554, Attn: Commercial Real Estate  
Birmingham AL 35290

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

5. The Financing Statement Covers the Following Types (or items) of Property:

The collateral is more fully described on Exhibit B attached hereto and made a part hereof. The "Property" referenced in Exhibit B is more fully described on Exhibit A attached hereto and made a part hereof.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check X if covered: ☒ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.  
☐ which is proceeds of the original collateral described above in which a security interest is perfected.  
☐ acquired after a change of name, identity or corporate structure of debtor  
☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ Pd. on mtg.

8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)  
(Required only if filed without debtor's Signature -- see Box 6)

Signature(s) of Debtor(s)  
Greystone Farms North, L.L.C.

Signature(s) of Debtor(s)

Its Manager

Type Name of Individual or Business

ITS MEMBER

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL  
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT  
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM -- UNIFORM COMMERCIAL CODE -- FORM UCC-1  
Approved by The Secretary of State of Alabama

Cabela Little

**EXHIBIT A TO UCC-1 FINANCING STATEMENT  
FROM GREYSTONE FARMS NORTH, L.L.C., AS DEBTOR TO  
SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION,  
AS SECURED PARTY**

**PHASE I - TOTAL**

To locate the point of beginning commence at the Southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence run on an assumed bearing of the south line of said section line of South 89°35'37" West a distance of 703.82 feet to a point; thence North 00°24'23" West a distance of 436.36 feet to THE POINT OF BEGINNING of the herein described parcel; thence South 60°43'30" East a distance of 418.11 feet to a point on the northwest right-of-way of Shelby County Highway 41 and a point on a curve; thence turn an interior angle of 82°35'44" to the tangent of said curve to the left running in a Southwesterly direction having a central angle of 16°01'19" and a radius of 5769.57 feet and run along said right-of-way and along the arc of said curve a distance of 1613.37 feet to a point, said point being the point of intersection of said right-of-way with the north right-of-way of Hugh Daniel Drive; thence turn an interior angle of 89°16'43" and run along the right-of-way of said Drive on a bearing of North 68°37'15" West for a distance of 332.90 feet to a point; thence turn an interior angle of 179°57'10" to the tangent of a curve to the left running in a southwesterly direction having a central angle of 47°55'36" and a radius of 340.00 feet and run along the right-of-way of said Drive along the arc of said curve for a distance of 284.40 feet to a point; thence run along the right-of-way of said Drive South 63°29'59" West for a distance of 195.02 feet to a point; said point being the point of beginning of a curve to the right running in a southwesterly direction having a central angle of 11°59'33" and a radius of 293.21 feet and run along the right-of-way of said Drive along the arc of said curve for a distance of 61.37 feet to a point; thence run along the right-of-way of said Drive South 75°29'32" West for a distance of 455.56 feet to a point; said point being the point of beginning of a curve to the left running in a southwesterly direction having a central angle of 43°17'11" and a radius of 540.00 feet and run along the right-of-way of said Drive along the arc of said curve for a distance of 407.96 feet to a point; thence run along the right-of-way of said Drive South 32°12'21" West for a distance of 164.89 feet to a point; said point being the point of beginning of a curve to the right running in a southwesterly and northwesterly direction having a central angle of 94°00'04" and a radius of 145.00 feet and run along the right-of-way of said Drive along the arc of said curve for a distance of 237.89 feet to a point; said point being the point of beginning of a reverse curve to the left running in a northwesterly direction having a central angle of 14°42'05" and a radius of 1517.80 feet and run along the right-of-way of said Drive along the arc of said curve for a distance of 389.45 feet to a point; thence run along the right-of-way of said Drive North 68°29'40" West for a distance of 392.45 feet to a point; thence departing said right-of-way run North 21°30'20" East for a distance of 278.94 feet to a point; thence North 69°07'13" East for a distance of 608.67 feet to a point; thence North 20°52'47" West a distance of 128.56 feet to a point; thence North 12°03'42" East a distance of 602.02 feet to a point; thence North 30°16'36" East a distance of 232.18 feet to a point; thence South 67°52'47" East a distance of 523.08 feet to a point on a line located 20 feet horizontally, above and outside of the normal pool elevation of a lake that is under construction; thence South 17°00'08" West a distance of 101.52 feet to a point; thence South 02°53'08" West a distance of 157.93 feet to a point; thence North 68°05'35" East a distance of 114.62 feet to a point; thence North 23°44'41" East a distance of 76.47 feet to a point; thence North 38°14'38" East a distance of 75.95 feet to a point; thence North 51°49'28" East a distance of 130.64 feet to a point; thence North 39°22'05" East a distance of 61.93 feet to a point; thence South 81°08'36" East a distance of 73.89 feet to a point; thence North 20°24'21" East a distance of 101.50 feet to a point; thence North 59°55'57" East a distance of 52.50 feet to a point; thence North 47°40'59" East a distance of 68.75 feet to a point; thence North 78°01'17" East a distance of 58.99 feet to a point; thence North 74°17'18" East a distance of 71.85 feet to a point; thence North 35°01'18" East a distance of 63.19 feet to a point; thence North 55°39'42" East a distance of 81.01 feet to a point; thence North 46°32'26" East a distance of 81.96 feet to a point;

thence North 51°16'00" East a distance of 87.68 feet to a point;  
thence North 59°06'49" East a distance of 94.80 feet to a point;  
thence North 72°44'56" East a distance of 54.43 feet to a point;  
thence South 75°18'09" East a distance of 60.44 feet to a point;  
thence North 44°36'54" East a distance of 71.64 feet to a point;  
thence North 82°39'17" East a distance of 145.79 feet to a point;  
thence North 88°18'14" East a distance of 49.69 feet to a point;  
thence South 79°53'36" East a distance of 38.53 feet to a point;  
thence South 65°21'02" East a distance of 39.05 feet to a point;  
thence South 32°32'43" East a distance of 44.82 feet to a point;  
thence South 12°09'03" East a distance of 46.73 feet to a point;  
thence South 02°32'33" East a distance of 48.86 feet to a point;  
thence South 48°42'12" East a distance of 48.48 feet to a point;  
thence North 64°29'54" East a distance of 46.75 feet to a point;  
thence North 33°41'24" East a distance of 45.17 feet to a point;  
thence North 31°33'18" East a distance of 36.58 feet to a point;  
thence South 78°18'48" East a distance of 22.58 feet to a point;  
thence North 30°07'13" East a distance of 187.83 feet to a point,  
said point being the Point of Beginning of the herein described  
parcel, containing 75.5778 acres, more or less.



**EXHIBIT B TO UCC-1 FINANCING STATEMENT  
FROM GREYSTONE FARMS NORTH, L.L.C., AS DEBTOR TO  
SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION,  
AS SECURED PARTY**

All of Debtor's right, title and interest in and to the following described Collateral, whether now owned or hereafter existing or now owned or hereafter acquired or accrued (collectively referred to herein as the "Collateral"):

(a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the real estate described in Exhibit A attached hereto and made a part hereof (the "Property"), and all fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by Debtor and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(b) All building materials, equipment, fixtures, fittings and personal property of every kind or character now owned or hereafter acquired by Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the real estate described herein, whether such materials, equipment, fixtures, fittings and personal property are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located.

**TOGETHER** with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Collateral, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all 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, including but not limited to:

(a) All rents, profits, issues and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created;

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets.

Inst # 1996-00526

01/08/1996-00526  
08:36 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 18.00