

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT  
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM  
Register, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

53015

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

No. of Additional  
Sheets Presented: **3**

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

1. Return copy or recorded original acknowledgement to:

Randolph H. Lanier  
Balch & Bingham LLP  
P.O. Box 306  
Birmingham, AL 35201-0306

Pre-paid Acct. # \_\_\_\_\_

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

Helena Properties, LLC  
100 Centerview Drive, Suite 220  
Vestavia Hills, AL 35216

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

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

Compass Bank  
P.O. Box 10566  
Birmingham, AL 35296  
ATTN: Birmingham Real Estate Banking

Social Security/Tax ID # \_\_\_\_\_

☐ Additional secured parties on attached UCC-E

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

Inst # 2000-26363

08/04/2000-26363  
08:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

FILED WITH:

Judge of Probate of Shelby County, Alabama

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

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

All that collateral as more particularly described on Exhibit A  
attached hereto and made a part hereof.

\* This financing statement is filed as additional security  
for a mortgage filed contemporaneously herewith.

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

0	0	0	---
1	0	0	---
2	0	0	---
3	0	0	---
5	0	0	---
6	0	0	---
7	0	0	---

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 \$ 1,450,000\*

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ \_\_\_\_\_

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)

HELENA PROPERTIES, LLC

Signature(s) of Debtor(s)  
By: \_\_\_\_\_

Signature(s) of Debtor(s) James A. Bruno, its Manager

Type Name of Individual or Business

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

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

Type Name of Individual or Business

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

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit B**, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and 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, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in **Exhibit B** or not and whether in storage or otherwise wheresoever the same may be located;
- (b) All accounts, general intangibles, contracts and contract rights (other than hotel franchise agreements) relating to the property described on **Exhibit B** and the improvements thereon, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the real property described on **Exhibit B** and the improvements thereon;
- (c) 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, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
  - (i) All rents, room rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created or otherwise, or under any other agreement or license for use of any part of the Property, whether written or verbal, or with respect to any letting of, or of any agreement for the use or occupancy of the Property or any part thereof; and
  - (ii) 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 Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.

Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

- (d) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (e) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c) or (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c) or (d) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: **Helena Properties, LLC (Debtor)**



## EXHIBIT B

### Description of Mortgaged Property

A parcel of land in the East 1/2 of the Southeast 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the NE 1/4 of the SE 1/4 of said Section 21; thence run West along the quarter line 596.95 feet; thence left 90°00'00", 360.00 feet to the south line of Brookline Parkway; thence continue southerly along the same course 483.08 feet to the Point of Beginning at the Southeast Corner of Lot 1, HELENA MARKETPLACE as recorded in Map Book 24, Page 141 in the Probate Office of Shelby County, Alabama; thence continue Southerly along the same course 381.68 feet; thence right 90°22'14", 689.41 feet to a point on a curve along the easterly right-of-way of Shelby County Highway No. 17; thence right 94°50'37" to the chord of said curve concave westerly a distance of 325.95 feet along the arc of said curve; thence left from the chord of said curve 7°56'47" northerly 22.48 feet; thence right 90°01'46", 661.68 feet along the south line of the aforesaid Lot 1, HELENA MARKETPLACE to the Point of Beginning, containing 5.568 Acres (242,516.158 Square feet) .

Inst # 2000-26363

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08:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MMS 18.00