

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

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

No. of Additional Sheets
Presented: 5

This Financing Statement is presented to a Filing Officer for
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:
Scott A. Abney
Maynard, Cooper & Gale, P.C.
1901 6th Avenue North, Suite 2400
Birmingham, AL 35203-2602

Pre-paid Acct. #

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

SUMMERCHASE, L.L.C.
951 Eighteenth Street South, Suite 200
Birmingham, AL 35205

Social Security/Tax ID #

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

SOUTH OAK PROPERTIES, L.L.C.
One South Oak Drive
Shoal Creek, AL 35242

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)
Collateral Mortgage, Ltd.
524 Lorna Square
Birmingham, AL 35216

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

Inst # 2000-32059
09/14/2000-32059
02:06 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
24.00
009 MMB

FILED WITH: Judge of Probate of Shelby County, Alabama

4. ASSIGNEE OF SECURED PARTY (If any) (Last Name First if a Person)

FREDDIE MAC
8200 Jones Branch Road
McLean, VA 22102

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

**SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO AND MADE A PART
HEREOF.**

- 5A. Enter Code(s) From Back of
Form That Best Describes The
Collateral Covered

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* This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage executed by the Debtor in
favor of the Secured Party recorded concurrently herewith.

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) \$ N/A

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)

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

Signature(s) of Debtor(s)

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

SEE ATTACHED SIGNATURE PAGE

SEE ATTACHED SIGNATURE PAGE

UCC-1 SIGNATURE PAGE

DEBTOR:

SUMMERCHASE, L.L.C.

By: William A. Butler
Name: William A. Butler
Title: President

SOUTH OAK PROPERTIES, L.L.C.

By: James T. Parsons
Name: James T. Parsons
Title: Sole member

UCC-1 SIGNATURE PAGE

SECURED PARTY:

COLLATERAL MORTGAGE, LTD.,
an Alabama limited partnership

By: Collat, Inc.
Its: General Partner

By: 
Name: Brett N. Blackwood
Title: Vice President

EXHIBIT A

[Legal Description]

Commence at the Southeast corner of the Northwest 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, run thence in a Westerly direction along the South line of said 1/4 Section for a distance of 2,300.55 feet; thence turn an angle to the right of 86 degrees and run in a Northwesterly direction along the Northeasterly right of way of U.S. Highway No. 31 South for a distance of 1,096.84 feet; thence turn an angle to the right of 101 degrees, 03 minutes, 10 seconds and run in an Easterly direction for a distance of 346.16 feet to the point of beginning; from the point of beginning thus obtained, thence turn an angle to the left of 71 degrees, 19 minutes, 50 seconds and run in a Northeasterly direction for a distance of 580 feet; thence turn an angle to the right of 18 degrees, 59 minutes, 22 seconds and run in a Northeasterly direction for a distance of 525.54 feet; thence turn an angle to the right of 101 degrees, 40 minutes, 03 seconds and run in a Southeasterly direction for a distance of 526.96 feet; thence turn an angle to the right of 31 degrees, 30 minutes and run in a Southeasterly direction for a distance of 176.65 feet; thence turn an angle to the right of 00 degrees, 14 minutes, 53 seconds and run in a Southeasterly direction for a distance of 60 feet; thence turn an angle to the left of 90 degrees to the tangent of the following described course, said course being situated on a curve to the left having a central angle of 15 degrees, 10 minutes, 25 seconds and a radius 438.82 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 116.21 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 87 degrees, 12 minutes, 41 seconds and a radius of 25 feet; thence run along the arc of said curve to the right in a Northeasterly, Easterly and Southeasterly direction for a distance of 38.05 feet to the end of said curve; thence run along the tangent extended to last described course in a Southeasterly direction for a distance of 424.16 feet to the point of beginning of a curve to the right, said curve having a central angle of 19 degrees, 26 minutes, 05 seconds and a radius of 349.57 feet; thence run along the arc of said curve in a Southeasterly direction for a distance of 118.57 feet to the end of said curve; thence run along the tangent extended to said curve in a Southeasterly direction for a distance of 20.40 feet to the point of beginning of a curve to the left, said curve having a central angle of 12 degrees, 15 minutes, 04 seconds and a radius of 889.71 feet; thence run along the arc of said curve in a Southeasterly direction for a distance of 190.24 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 93 degrees, 01 minutes, 06 seconds and a radius of 25 feet; thence run along the arc of said curve to the right in a Southeasterly and Southwesterly direction for a distance of 40.59 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 25 degrees, 18 minutes and a radius of 483.33 feet; thence run along arc of said curve in a Northwesterly direction for a distance of 213.43 feet to the end of said curve; thence run along the tangent extended to said curve in a Northwesterly direction for a distance of 35.74 feet to the point of beginning

SEE ATTACHED PAGE 2 FOR CONTINUATION OF LEGAL DESCRIPTION.

LEGAL DESCRIPTION, CONTINUATION

Page 2

of a curve to the left, said curve having a central angle of 25 degrees, 39 minutes, 10 seconds and a radius of 271.57 feet; thence run along the arc of said curve in a Northwesterly and Southwesterly direction for a distance of 121.59 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 20 degrees, 18 minutes, 07 seconds and a radius of 591.13 feet; thence run along the arc of said curve in a Southwesterly, Westerly and Northwesterly direction for a distance of 209.46 feet to the end of said curve; thence turn an angle to the right of from tangent of last described course of 34 degrees, 45 minutes, 06 seconds and run in a Northwesterly direction for a distance of 307.91 feet; thence turn an angle to the right of 44 degrees, 55 minutes, 54 seconds and run in a Northerly direction for a distance of 142.00 feet; thence turn an angle to the left of 84 degrees, 31 minutes, 38 seconds and run in a Northwesterly direction for a distance of 335.53 feet; thence turn an angle to the right of 40 degrees, 30 minutes and run in a Northwesterly direction for a distance of 153.91 feet to the point of beginning.

Together with a perpetual easement for sanitary sewer pipeline over, along and through the following described real estate for the benefit of the real property described hereinabove:

Description of a 20 foot wide sanitary sewer easement situated in the SE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, the centerline of which is more particularly described as follows:

From the Southeast corner of the SE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, run West along the South line of said SE 1/4 of the NW 1/4 for a distance of 1170.59 feet; thence turn an angle to the right of 110 degrees, 52 minutes, 50 seconds and run in a Northeasterly direction for a distance of 32.41 feet to the center of an existing sanitary sewer manhole and the point of beginning of the centerline of the 20 foot wide sanitary sewer easement herein described; from the point of beginning thus obtained, continue along the last described course for a distance of 175.15 feet; thence turn an angle to the left of 15 degrees, 58 minutes, 58 seconds and run in a Northeasterly direction for a distance of 178.66 feet; thence turn an angle to the right of 8 degrees, 19 minutes, 00 seconds and run in a Northeasterly direction for a distance of 160.00 feet, more or less, to a point on the Southern boundary line of the above described property, and the end of said sanitary sewer easement.

SEE ATTACHED PAGE 3 FOR CONTINUATION OF LEGAL DESCRIPTION.

LEGAL DESCRIPTION, CONTINUATION

Page 3

ALSO, rights to the use of a 20 foot sanitary sewer easement as shown on the recorded plat of Riverchase Properties Second Addition to Riverchase, as recorded in Map Book 9, Page 40, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH rights that constitute an interest in real estate obtained under that certain Easement granted by The Gables Condominium Association, Inc. as recorded in Real Volume 97, Page 535.

TOGETHER WITH rights that constitute an interest in real estate obtained under Section 6.2 of the Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) as to Easement of Enjoyment of Community recorded in Real Volume 19, Page 633.

Financing Statements; Exhibit B

Electronic Uniform Instruments

All of Debtor's present and future right, title and interest in and to all of the following:

- (1) All of the following which are used now or in the future in connection with the ownership, management or operation of the real property described in Exhibit A and/or the improvements on such real property (the "Property"): machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (any of the foregoing that are so attached to the Property as to constitute fixtures under applicable law are referred to below as the "Fixtures");
- (2) All furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, and any operating agreements relating to the Property, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property and all other intangible property and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property (the "Personalty");
- (3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

- (4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B;
- (5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- (6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- (7) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");
- (8) All earnings, royalties, accounts receivable (including accounts receivable for all rents, revenues and other income of the Property, including parking fees, charges for food, health care and other services), issues and profits from the Property, or any other item listed in this Exhibit B, and all undisbursed proceeds of the loan secured by the security interests to which this financing statement relates and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
- (9) All refunds (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which this financing statement relates was made) or rebates of (a) water and sewer charges, (b) premiums for fire and other hazard insurance, rent loss insurance and any other insurance required by Secured Party, (c) taxes, assessments, vault rentals, and (d) other charges or expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property, or otherwise to protect Secured Party's interests (collectively, the "Impositions") by any municipal, state or federal authority or insurance company;

- (10) All tenant security deposits which have not been forfeited by any tenant under any Lease;
- (11) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it; and
- (12) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.

Inst # 2000-32059

**EXHIBIT B TO FINANCING STATEMENTS
(FREDDIE MAC)
XBMUFR02.WP**

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09/14/2000-32059
02:06 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMB 24.00

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