

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

No. of Additional 5  
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:

William C. Byrd, II, Esq.  
PO Box 830719  
Birmingham, AL 35283-0719

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

Inst # 2000-33973

09/27/2000-33973  
09:01 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

006 HEL 20.00

Pre-paid Acct #

2. Name and Address of Debtor

(Last Name First if a Person)

The Cottage at Riverchase, LLC  
2176 Parkway Lake Drive  
BIRMINGHAM, AL 35244

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:

AL-Shelby County

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

Heritage Bank  
Heritage Bank Tower  
301 North 20th Street  
BIRMINGHAM, AL 35203

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 real estate referred to in Exhibit B is more fully described in Exhibit A attached hereto.

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

0	0	0	8	0	0
0	0	1			
1	0	0			
1	0	1			
2	0	0			
3	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 \$

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)

see Schedule I  
Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

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

(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

**EXHIBIT A**  
**TO UCC-1 FINANCING STATEMENT BETWEEN**  
**THE COTTAGE AT RIVERCHASE, LLC (DEBTOR) AND**  
**SOUTHTRUST BANK (SECURED PARTY)**

Lot 3-B, according to the Resurvey of Lots 2-B and 3, Revised Map of Wyatt's Subdivision No. 2 as recorded in Map Book 27, page 45 in the Office of the Judge of Probate of Shelby County, Alabama.

**EXHIBIT B**  
**TO UCC-1 FINANCING STATEMENT BETWEEN**  
**THE COTTAGE AT RIVERCHASE, LLC (DEBTOR) AND**  
**SOUTHTRUST BANK (SECURED PARTY)**

1.0 **DEFINED TERMS.** As used in this Financing Statement, the following terms shall have the following meanings:

**"Accounts"** means all accounts (including accounts receivable) arising from the operation of the Facility, including but not limited to, rights to payment for goods sold or leased or for services rendered, not evidenced by an Instrument, and specifically including rights to payment from Reimbursement Contracts.

**"Equipment"** means all fixtures and equipment located on, attached to or used or useful in connection with the Property or the Facility, including, but not limited to, beds, linen, televisions, carpeting, telephones, cash registers, computers, lamps, glassware, rehabilitation equipment and restaurant and kitchen equipment; provided, however, that with respect to any items which are leased and not owned, the Equipment shall include the leasehold interest only together with any options to purchase any of said items and any additional or greater rights with respect to such items hereafter acquired (but nothing herein shall permit the leasing of any Equipment except as otherwise expressly permitted herein unless Secured Party's written consent is first obtained).

**"Facility"** means the 48-bed licensed assisted living facility to be constructed at the Property and to be known as The Cottage at Riverchase, together with any other general or specialized care facilities now or hereafter located at the Property.

**"General Intangibles"** means all general intangibles and other intangible personal property arising out of or connected with the Property or the Facility (other than Accounts, Rents, Instruments, Inventory, Money, Permits, and Reimbursement Contracts), including, without limitation, things in action, contract rights and other rights to payment of money.

**"Improvements"** means all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Property, including, but not limited to, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, air conditioning equipment, carpeting and other floor coverings, water heaters, awnings and storm sashes, cleaning apparatus, signs, landscaping, and parking areas, which are or shall be attached to the Property or said buildings, structures or improvements.

**"Instruments"** means all instruments, chattel paper, documents or other writings obtained from or in connection with the operation of the Property or the Facility (including, without limitation, all ledger sheets, computer records and printouts, data bases, programs, books of account and files relating thereto).

**"Inventory"** means all inventory from time to time used at the Facility, including, but not limited to, food, beverages, other comestibles, soap, paper supplies, medical supplies, drugs and all other such goods, wares and merchandise held for sale to or for consumption or use by guests or residents of the Property or the Facility, including all such goods that are returned or repossessed.

**"Permits"** means all licenses, permits, certificates, approvals, authorizations and registrations obtained from any governmental or quasi-governmental authority and used or useful in connection with the ownership, operation, use or occupancy of the Property or the Facility, including, without limitation, building permits, residential care facility licenses, business licenses, state health department licenses, food service licenses, licenses to conduct business, certificates of need and all such other permits, licenses and rights.

**"Proceeds"** means all proceeds (whether cash or non-cash, moveable or immoveable, tangible or intangible), including proceeds of insurance and condemnation, from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the Mortgaged Property.

**"Reimbursement Contracts"** means all contracts and rights pursuant to reimbursement or third party payor programs and contracts for the Facility which are now or hereafter in effect with respect to residents qualifying for coverage under the same, including, but not limited to, Medicare, Medicaid, any successor program or other similar reimbursement program (whether operated by a governmental or quasi-governmental agency or by a private Person) and private insurance agreements.

**"Rents"** means all rent and other payments of whatever nature from time to time payable pursuant to any lease of the Property or the Facility, or any part thereof, including, but not limited to, leases of individual apartments or units to residents, leases of retail space or other space at the Property for businesses such as newsstands, barbershops, beauty shops, physicians' offices, pharmacies and specialty shops.

2.0 **COLLATERAL COVERED**. This Financing Statement covers all of Debtor's right, title and interest in and to the following tangible and intangible personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements, additions, accessions, substitutions and products (which together with the Property, is referred to herein collectively as the "Collateral"):

A. All the tract(s) or parcel(s) of land located in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and made a part hereof (the "Property");

B. All Improvements and Equipment (as such terms are defined in 1.0 above);

C. All Rents (as defined in 1.0 above); and



D. All Accounts, General Intangibles, Instruments, Inventory, and (to the full extent assignable) Permits and Reimbursement Contracts (as such terms are defined in 1.0 above); and


F. All Proceeds (as defined in 1.0 above).

G. The Plans and Specifications; Debtor's books and records relating to the Property or construction of the Improvements; and all contracts now or hereafter made by Debtor relating to the Property or the construction, equipping, marketing, management, sale or lease of all or any part of the Property or Improvements, and all bonds and other guarantees of performance in favor of Debtor with respect to any such contracts.

**SCHEDULE I**  
**TO UCC-1 FINANCING STATEMENT BETWEEN**  
**THE COTTAGE AT RIVERCHASE, LLC (DEBTOR) AND**  
**SOUTHTRUST BANK (SECURED PARTY)**

***Debtor Signature:***

**THE COTTAGE AT RIVERCHASE, LLC,**  
an Alabama limited liability company

By:   
Gordon L. Smith  
Its Manager

777384.

**Inst # 2000-33973**

**09/27/2000-33973**  
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