

☐ 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:

Damon P. Denney, Esq.
Burr & Forman LLP
P.O. Box 830719
Birmingham, AL 35283-0719

Pre-paid Acct #

2. Name and Address of Debtor

(Last Name First if a Person)

Equine Partners, L.L.C.
c/o Taylor Properties, L.L.C.
Attn: Michael D. Fuller
850 Shades Creek Parkway
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

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

SouthTrust Bank
P. O. Box 2554
Attn: Commercial Real Estate Department
Birmingham, AL 35290

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

The collateral is more particularly described in Exhibit B attached hereto and made a part hereof. The "Land" referred to in Exhibit B is more particularly described in 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:

0	0	0	7	0	0
0	0	1	—	—	—
1	0	2	—	—	—
2	0	0	—	—	—
3	0	0	—	—	—
5	0	0	—	—	—
6	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 \$ Paid on Mtg.
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 0.00

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)

Signature(s) of Debtor(s)

See attached Schedule I

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

Cahaba Title, Inc.

Inst # 2000-40346
11/22/2000-40346
08:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.00
004 HMB

**EXHIBIT A TO U.C.C.-1 FINANCING STATEMENT
FROM EQUINE PARTNERS, L.L.C., AS DEBTOR, TO
SOUTHTRUST BANK, AS SECURED PARTY**

LEGAL DESCRIPTION

Lot 2 - The Narrows Commercial Subdivision - Phase 2 as recorded in Map Book 27 at Page 73,
in the Office of the Judge of Probate of Shelby County, Alabama.

**EXHIBIT B TO U.C.C.-1 FINANCING STATEMENT
FROM EQUINE PARTNERS, L.L.C., AS DEBTOR, TO
SOUTHTRUST BANK, 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 that tract(s) or parcel(s) of land particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on 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.

(c) 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.


**SCHEDULE I TO U.C.C.-1 FINANCING STATEMENT
FROM EQUINE PARTNERS, L.L.C., AS DEBTOR, TO
SOUTHTRUST BANK, AS SECURED PARTY**

EQUINE PARTNERS, L.L.C.,
an Alabama limited liability company

By: TYROL, Inc.
Its Authorized Member

By: 
Michael D. Fuller
Its President

By: The Crest at Greystone, Inc.
Its Authorized Member

By: 
William L. Thornton, III
Its PRAS

Inst # 2000-40346