

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME AND PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Lexie L. Craven, Esquire  
Troutman Sanders Mays & Valentine LLP  
Post Office Box 1122  
Richmond, Virginia 23219

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
**SIGNATURE WOOD SPRINGS, LLC**

OR  
1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

c/o SIMA Corporation  
115 West Canyon Perdido, #300

CITY

Santa Barbara

STATE

CA

POSTAL CODE

93101

COUNTRY

USA

1d. TAX ID #, SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION  
limited liability  
company

1f. JURISDICTION OF ORGANIZATION  
Delaware

1g. ORGANIZATIONAL ID#, if any

☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR  
2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #, SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID#, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR  
**FANNIE MAE**

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

c/o Investment Property Mortgage, L.L.C.  
One Shell Square  
701 Poydras Street, #300 Plaza

CITY

New Orleans

STATE

LA

POSTAL CODE

70139-  
0300

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

Debtor's interest in all property located on or used or acquired in connection with the operation and maintenance of the real estate described in the attached Exhibit A, including, without limitation, the collateral described on Schedule A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) [ADDITIONAL FEE] [optional]

☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME <b>SIGNATURE WOOD SPRINGS, LLC</b>		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (11a or 11b) – do not abbreviate or combine names:

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #, SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	

## 12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P'S NAME – insert only one name (12 or 12b)

OR	12a. ORGANIZATION'S NAME <b>Investment Property Management, L.L.C., a Louisiana limited liability company</b>				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS <b>One Shell Square 701 Poydras Street #300 Plaza</b>		CITY <b>New Orleans</b>	STATE <b>LA</b>	POSTAL CODE <b>70139-0300</b>	COUNTRY <b>USA</b>

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as extracted collateral, or is filed as a ☐ fixture filing.

## 14. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

## 15. Name and address of RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

## 16. Additional collateral Description

## 17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or  
☐ Decedent's Estate

## 18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years  
☐ Filed in connection with a Public-Finance Transaction – effective 30 years

## EXHIBIT A

### LEGAL DESCRIPTION

A part of Lot 1-A Cahaba River Park First Addition as recorded in Map Book 8, Page 62 in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Begin at a found 3" capped pipe at the Northwest corner of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 35, Township 18 South, Range 2 West and run South  $0^{\circ}00'00''$  East (assumed) along the West line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 285.00 feet to a set w.s. capped iron; thence North  $90^{\circ}00'00''$  East a distance of 240.00 feet to a set w.s. capped iron; thence South  $39^{\circ}30'23''$  East a distance of 508.99 feet to a found rebar, being the P.C. (Point of Curve) of a curve to the left having a radius of 377.38 feet, a central angle of  $39^{\circ}05'50''$  and an arc length of 257.51 feet; thence South  $59^{\circ}03'18''$  East a chord distance of 252.55 feet to a found rebar on a curve to the left having a radius of 75.00 feet, a central angle of  $151^{\circ}28'09''$  and an arc length of 198.27 feet; then South  $89^{\circ}47'47''$  East a chord distance of 145.38 feet to a found rebar; thence North  $81^{\circ}27'42''$  East a distance of 185.70 feet to a found rebar, being the P.C. (Point of Curve) of a curve to the right having a radius of 197.54 feet, a central angle of  $37^{\circ}15'$  and an arc length of 128.43 feet; thence South  $79^{\circ}54'48''$  East a chord distance of 126.18 feet to a found rebar and the P.T. (Point of Tangent) of said curve; thence South  $61^{\circ}17'08''$  East a distance of 14.61 feet to a found rebar on the Northwesterly Right-of-Way line of Riverview Road (95' wide right-of-way), said point being on a curve to the left having a radius of 3779.83 feet, a central angle of  $4^{\circ}10'10''$  and an arc length of 275.06 feet; thence North  $26^{\circ}58'33''$  East a chord distance of 275.00 feet to a set w.s. capped iron, being the P.T. (Point of Tangent) of said curve; thence North  $24^{\circ}53'28''$  East along said right-of-way line a distance of 13.75 feet to a set w.s. capped iron, being the P.C. (Point of Curve) of a curve to the right having a radius of 613.69 feet, a central angle of  $17^{\circ}26'30''$  and an arc length of 186.82 feet; thence North  $33^{\circ}36'43''$  East a chord distance of 186.10 feet to a set w.s. capped iron, being the P.T. (Point of Tangent) of said curve; thence North  $42^{\circ}19'58''$  East along said right-of-way line a distance of 157.71 feet to a set w.s. capped iron, being the P.C. (Point of Curve) of a curve to the right having a radius of 613.69 feet, a central angle of  $18^{\circ}32'30''$  and an arc length of 198.60 feet; thence North  $51^{\circ}36'13''$  East a chord distance of 197.73 feet to a set w.s. capped iron, being the P.T. (Point of Tangent) of said curve; thence North  $60^{\circ}52'28''$  East along said right-of-way line a distance of 45.36 feet to a set spike, being the point of intersection of said right-of-way line with the Southwesterly right-of-way line of Old U.S. Highway No. 280 (80' wide right-of-way); thence North  $45^{\circ}47'04''$  West along the Southwesterly right-of-way line of Old U.S. Highway No. 280 for a distance of 126.72 feet to a set spike on the North Line of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 35; thence North  $88^{\circ}23'53''$  West along said  $\frac{1}{4}$  -  $\frac{1}{4}$  section line and along the North line of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 35 for a distance of 1690.60 feet to the Point of Beginning. Less and except any portion of said parcel which lies within the present right-of-way of Old U.S. Highway 280.

Containing 929,823.63 square feet or 21.346 acres.



## SCHEDULE A

DEBTOR: SIGNATURE WOOD SPRINGS, LLC

SECURED PARTY: INVESTMENT PROPERTY MORTGAGE, L.L.C.

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This financing statement covers the following types (or items) of property (the "Collateral Property"):

1. **Improvements.** The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "Land"), including any future replacements and additions (the "Improvements");
2. **Fixtures.** All property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: 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 disposals, 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 (the "Fixtures");
3. **Personalty.** All equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, 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 Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land (the "Personalty");
4. **Other Rights.** 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 benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the "Other Rights");
5. **Insurance Proceeds.** All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement (the "Insurance Proceeds");

6. **Awards.** All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "Awards");
7. **Contracts.** All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "Contracts");
8. **Other Proceeds.** 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 (the "Other Proceeds");
9. **Rents.** All rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract), including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and deposits forfeited by tenants (the "Rents");
10. **Leases.** 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 Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");
11. **Other.** All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Collateral Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
12. **Imposition Deposits.** Deposits held by the Lender to pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require, (3) taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender (the "Imposition Deposits");
13. **Refunds or Rebates.** All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);
14. **Tenant Security Deposits.** All tenant security deposits which have not been forfeited by any tenant under any Lease; and

15. **Names.** All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property.

**SIGNATURE WOOD SPRINGS, LLC, a**  
Delaware limited liability company

By: SIMA/Signature Place, L.P.,  
a Georgia limited partnership, its  
sole member

By SIMA Corporation,  
a California corporation,  
General Partner

By:   
James P. Knell, President

By:   
James P. Knell, a General Partner

Inst # 2001-52085

Schedule A to UCC

11/30/2001-52085  
03:41 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 KEL 20.00

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