

## NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

123107

IMPORTANT — READ INSTRUCTIONS ON BACK BEFORE FILLING OUT FORM — DO NOT DETACH STUB

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Cheryl Robinson (205) 879-5959	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Cheryl Robinson CORLEY, MONCUS & WARD, P.C. P. O. Box 59807 Birmingham, AL 35259-0807	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Inst # 2002-04434

01/25/2002-04434

11:10 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

005 CH 37.00

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 GREENBRIAR, LTD.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 561 First Street North			CITY Alabaster	STATE AL	POSTAL CODE 35007	COUNTRY USA
1d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited partnership	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> 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 ROENSCH		FIRST NAME MARY	MIDDLE NAME FARRIS	SUFFIX	
2c. MAILING ADDRESS 561 First Street North			CITY Alabaster	STATE AL	POSTAL CODE 35007	COUNTRY USA
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 <input type="checkbox"/> 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 FIRST COMMERCIAL BANK						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 800 Shades Creek Parkway			CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

## 4. This FINANCING STATEMENT covers the following collateral:

All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

THIS FINANCING STATEMENT IS TO BE CROSS INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

DEBTOR IS THE RECORD OWNER OF THE REAL ESTATE DESCRIBED ON THE ATTACHED EXHIBIT "A".

5. ALTERNATIVE DESIGNATION [if applicable]:		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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) [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

9a. ORGANIZATION'S NAME GREENBRIAR, LTD.		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS:

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

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME STANDRIDGE	FIRST NAME JANET	MIDDLE NAME FARRIS
11c. MAILING ADDRESS 561 First Street North		CITY Alabaster	STATE AL
		POSTAL CODE 35007	COUNTRY USA
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 (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX
12c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

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 attached Exhibit "A".

15. Name and address of a 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 Estate18. 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

## NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

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## UCC FINANCING STATEMENT ADDENDUM

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11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME ENCK	FIRST NAME JOANNE	MIDDLE NAME FARRIS	SUFFIX	
11c. MAILING ADDRESS 561 First Street North		CITY Alabaster	STATE AL	POSTAL CODE 35007	COUNTRY USA
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 (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

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

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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 Estate18. Check only if applicable and check only one box.☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Merger or Acquisition



## SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of 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, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

(e) All Construction Contracts (between the Contractors and Debtor providing for the construction of the Project, or any portion thereof), the Architect Contracts (between the Architects and the Debtor providing for the design of the Project, the preparation of the Plans and Specifications, the supervision and inspection of the construction of the Project and the provision of any other architectural services or projects related to the Project), the Plans and Specifications (all plans and specifications for the Project, or any portion thereof), and other Construction documents (1) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (2) all contracts to which the Debtor is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (3) all contracts to which the Debtor is a party providing for the management of the construction of any of the Project; (4) all rights of the Debtor as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Debtor is not a party; (5) all payment and performance bonds relating to any of the Project; (6) all other contracts and agreements related to the design, management, construction, equipping

and development of any of the Project; and (7) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder); and

(e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

## EXHIBIT "A"

Commence at the NE corner of Lot 215 of Cedar Grove at Sterling Gate, Sector 2, Phase 5, as recorded in Map Book 28, Page 91, said point being the POINT OF BEGINNING; thence North 33 degrees 19 minutes 57 seconds East, a distance of 20.00 feet; thence North 38 degrees 24 minutes 44 seconds East, a distance of 75.76 feet; thence North 00 degrees 31 minutes 48 seconds East, a distance of 898.64 feet; thence South 58 degrees 10 minutes 21 seconds West, a distance of 154.34 feet; thence North 32 degrees 08 minutes 57 seconds West, a distance of 186.60 feet; thence South 44 degrees 34 minutes 49 seconds West, a distance of 44.98 feet; thence North 44 degrees 33 minutes 21 seconds West, a distance of 169.54 feet to a point, said point lying on the Northwesternly right of way of an unrecorded road (50 foot right of way), said point also being the beginning of a non tangent curve to the right, having a radius of 475.00 feet, a central angle of 00 degrees 15 minutes 52 seconds, and subtended by a chord which bears South 45 degrees 34 minutes 35 seconds West, and a chord distance of 2.19 feet; thence along the arc of said curve and leaving said right of way, a distance of 2.19 feet; thence North 44 degrees 17 minutes 29 seconds West, a distance of 121.84 feet; thence South 51 degrees 30 minutes 49 seconds West, a distance of 32.85 feet; thence North 31 degrees 16 minutes 45 seconds West, a distance of 236.68 feet; thence South 41 degrees 48 minutes 18 seconds West, a distance of 29.64 feet; thence South 53 degrees 49 minutes 07 seconds West, a distance of 81.62 feet; thence South 65 degrees 49 minutes 56 seconds West, a distance of 81.62 feet; thence South 77 degrees 50 minutes 45 seconds West, a distance of 81.62 feet; thence South 89 degrees 51 minutes 34 seconds West, a distance of 67.77 feet; thence South 01 degrees 35 minutes 05 seconds East, a distance of 187.61 feet; thence South 30 degrees 15 minutes 54 seconds East, a distance of 955.48 feet; thence South 40 degrees 51 minutes 41 seconds East, a distance of 91.91 feet; thence South 56 degrees 43 minutes 24 seconds East, a distance of 89.65 feet; thence South 56 degrees 40 minutes 03 seconds East, a distance of 282.07 feet to the POINT OF BEGINNING.

Situated in Shelby County, Alabama.

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