

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & TEL # OF CONTACT AT FILER [optional] Greg K. Mixon, Esq. (205) 254-1224
B. SEND ACKNOWLEDGMENT TO: (Name and Mailing Address)  Maynard, Cooper & Gale, P.C. 1901 Sixth Avenue North 2400 AmSouth Harbert Plaza Birmingham, Alabama 35203

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 OR Greystone Branch, LLC				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 3595 Grandview Parkway, Suite 400		CITY Birmingham	STATE Alabama	POSTAL CODE 35243-1930 COUNTRY
1d. TAX ID #: SSN OR EIN (Applied For)	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Company	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID # (if any) X 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) <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 OR National Bank of Commerce of Birmingham				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1927 First Avenue North		CITY Birmingham	STATE Alabama	POSTAL CODE 35203 COUNTRY
4. This FINANCING STATEMENT covers the following collateral: The Financing Statement Covers the Following Types (or items) of Property:  All types (or items) of property described on <u>Schedule I</u> attached hereto and made a part hereof.  Some of the property described in <u>Schedule I</u> is now, or may in the future become, affixed to the Land described on <u>Exhibit A</u> attached hereto and made a part hereof. The Debtor is a record owner of said Land.  * 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.  Filed with the Office of the Judge of Probate of Shelby County, Alabama.  Check X if covered <input checked="" type="checkbox"/> Products of Collateral are also covered				
5. ALTERNATIVE DESIGNATION (if applicable: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING				
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 [ADDITIONAL FEE] [optional]		
8. OPTIONAL FILER REFERENCE DATA Taxes paid based on the mortgage amount of \$4,080,000.00				

**SCHEDULE I  
TO  
FINANCING STATEMENT**

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

(a) **Land**. The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Grantor either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements**. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Grantor (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property**. All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Grantor and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases**. All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Grantor under the federal Bankruptcy Code.

(e) **Insurance Policies**. All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or

encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the Grantor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards**. All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Grantor or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements**. (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Grantor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Supplemental Documents**. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) **Proceeds**. All proceeds of any of the foregoing.

As used in this Schedule I, **Grantor** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Grantor is a record owner of the Land.

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



EXHIBIT A

(Land Description)

A parcel of land situated in Sections 28 & 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 2 inch open top pipe locally accepted to be the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 28; thence run along an assumed bearing of North 44° 37' 00" East for a distance of 1,127.35 feet to a 3/8 inch rebar found; thence turn an angle to the right of 65° 13' 53" and run in a Southeasterly direction for a distance of 514.17 feet to a 1 1/2 inch solid bar found on the East line of said quarter-quarter section; thence turn an angle to the right of 70° 18' 50" and run in a Southerly direction along said East line for a distance of 629.16 feet to an iron pin found, thence turn an angle to the right of 42° 51' 11" and run in a Southwesterly direction for a distance of 813.27 feet to an iron pin found; thence turn an angle to the right of 71° 30' 43" and run in a Northwesterly direction for a distance of 107.60 feet to a 3/8 inch rebar found; thence turn an angle to the left of 01° 31' 10" and run in a Northwesterly direction for a distance of 835.46 feet to an iron pin set; thence turn an angle to the right of 69° 01' 15" and run in a Northerly direction for a distance of 229.78 feet to a point on the South line of the Southeast quarter of the Northeast quarter of said Section 29; thence turn an angle to the right of 90° 00' 00" and run in an Easterly direction along said South line for a distance of 140.00 feet to the point of beginning.

Together with that certain permanent, perpetual and non exclusive easement for the benefit of subject property for the purpose of providing pedestrian and vehicular access as created by that certain easement agreement between Daniel Realty Company and Greystone Branch, L.L.C., dated May 13, 2002, recorded under Instrument Number 20020515000229770, over and across the following described property:

A parcel of land situated in Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 2 inch open-top pipe locally accepted to be the Southeast corner of the Southeast quarter of the Northeast quarter of said Section 29; thence run West along the South line of said quarter-quarter section for a distance of 140.00 feet to an iron pin set at the point of beginning; thence turn an angle to the left of 90° 00' 00" and run in a Southerly direction for a distance of 229.78 feet to an iron pin set on the Northeast line of Lot 1, Bigler's Resurvey, as recorded in Map Book 8 on page 106 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 110° 58' 45" and run in a Northwesterly direction along said Northeast line for a distance of 436.51 feet to a 1/4 inch rebar found; thence turn an angle to the right of 1° 48' 16" and run in a Northwesterly direction along said Northeast line for a distance of 822.85 feet to a one-inch rebar found on the Southeast right of way line of Alabama Highway No. (SEE ATTACHED CONTINUATION PAGE)

(SEE ATTACHED CONTINUATION PAGE)

119; thence turn an angle to the right of 91° 22' 00" and run in a Northeasterly direction along said Southeast right of way line for a distance of 680.58 feet to an iron pin found; thence turn an angle to the right of 86° 27' 25" and run in a Southeasterly direction for a distance of 691.79 feet to a 1 1/2 inch open-top pipe found; thence turn an angle to the right of 66° 37' 31" and run in a Southerly direction for a distance of 623.40 feet to an iron pin set, said iron pin found being on the South line of the Southeast quarter of the Northeast quarter of said Section 29; thence turn an angle to the left of 87° 13' 57" and run in an Easterly direction along the South line of said quarter-quarter section for a distance of 210.14 feet to the point of beginning.

20020515000229780 Pg 5/5 34.00  
Shelby Cnty Judge of Probate, AL  
05/15/2002 11:50:00 FILED/CERTIFIED