

20020605000263660 Pg 1/7 44.00
Shelby Cnty Judge of Probate, AL
06/05/2002 09:17:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div>Gail & Associates, P.C. 1600 E. Las Colinas Blvd, Suite 550 Irving, Texas 75039 Attention: Daniel B. Gail</div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME						
1a. ORGANIZATION'S NAME						
MEADOW LAKE BP, LLC						
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
951 18 th Street South, Suite 200			Birmingham	AL	35205	US
1d. TAX I.D. # EIN	SSN OR	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATION ID#, if any	
			Limited liability company	Alabama	<input checked="" type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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 I.D. # SSN OR EIN			ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATION ID#, if any
						<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME						
3a. ORGANIZATION'S NAME						
Archon Financial, L.P.						
OR						
3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
600 E. Las Colinas Boulevard, Suite 800			Irving	TX	75039	

4. This FINANCING STATEMENT covers the following collateral.

SEE ANNEX 1 ATTACHED HERETO.

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 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) [ADDITIONAL FEE] [optional]	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

SEE ATTACHED SIGNATURE PAGE AND ANNEX 1.

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

MEADOW LAKE BP, LLC

OR

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 name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX I.D. #

SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATION ID#, if any

☐ 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 EXHIBIT A ATTACHED HERETO.

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:

SEE ANNEX 1 ATTACHED HERETO.

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

**REQUIRED SIGNATURE
TO
UCC-1 FINANCING STATEMENT**

DEBTOR: MEADOW LAKE BP, LLC

The record owner of the real property described on Exhibit A attached hereto is Debtor.

DEBTOR:

MEADOW LAKE BP, LLC,
an Alabama limited liability company

By: Engel Realty Company, Inc., an Alabama
corporation, its Managing Member

By: 
Stephen L. Butler, Vice President

**ANNEX 1
TO
UCC-1 FINANCING STATEMENT**

DEBTOR: MEADOW LAKE BP, LLC

This Financing Statement is delivered by Debtor to Secured Party pursuant to, among other things, the terms and provisions of that certain Mortgage of even date herewith from Debtor, as Mortgagor, to Secured Party, as Mortgagee, (the "Mortgage"), which Mortgage constitutes a lien against the real property described on Exhibit A to this Financing Statement (the "Land") and the buildings, structures and other improvements located on the Land (the "Improvements").

The collateral covered by this Financing Statement is all of the following:

All right, title, interest and estate of Debtor now owned or hereinafter acquired in all assets and personal property, including, but not limited to, all of the following:

(a) Furniture, furnishings, fixtures, goods, equipment, inventory and all other personal property now or hereafter located on, attached to or used in or about the Improvements, whether tangible or intangible, including, but not limited to, machines, engines, boilers, furnaces, pipes, dynamos, transportation apparatus including stairways, elevators, escalators and conveyors, computers (including software embedded therein), computer hardware and software, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, rugs and other floor coverings, draperies, appliances, cable television systems and other cable connections and systems, sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, plumbing fixtures and equipment, heating fixtures and equipment, air conditioning fixtures and equipment, lighting fixtures and equipment, ventilating fixtures and equipment, refrigerating fixtures and equipment, communications fixtures and equipment including telephones, photocopiers and facsimile machines, disposal and incinerating fixtures and equipment, recreational facilities and equipment, landscaping equipment, and building materials, supplies and equipment.

(b) Easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights, development rights now or hereafter located on, under or above the Land; estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, appurtenances, reversions and remainders of any nature whatsoever; land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Land or Improvements, to the center line thereof, and the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto.

(c) Water, water courses, ditches, wells, reservoirs and drains, and all rights and powers to water, ditches, wells, reservoirs and drainage that are appurtenant to, located on, under or above or used in connection with the Land or the Improvements.

(d) Utilities, utility lines, utility commitments, utility capacity, capital recovery charges, impact fees and other fees paid in connection with same; present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Land or Improvements; reimbursements or other rights pertaining to utility or utility services provided to the Land and/or Improvements; the present or future use or availability of waste water capacity or other utility facilities to the extent the same pertain to or benefit the Land and/or Improvements, including, without limitation, reservations of or commitments or letters covering any such use in the future, whether now existing or hereafter created or acquired.

DEBTOR: MEADOW LAKE BP, LLC

(e) Substances in, on, or under the Land which are now, or may become in the future, intrinsically valuable, that is, valuable in themselves, and which now or may be in the future enjoyed through extraction or removal from the Land, including, without limitation, oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other non-hydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores, upon extraction or removal from the Land; and emblements, crops, timber, trees, shrubs, flowers and landscaping features; whether any of the foregoing is now or hereafter located on, under or above the Land.

(f) Cash funds, and deposit, impound and escrow accounts and funds, and other rights and evidence of rights to cash, now or hereafter created or held by the Secured Party pursuant to the Mortgage, or any other of the loan documents executed in connection therewith.

(g) Leases (including, without limitation, oil, gas and mineral leases), licenses, and concession, tenancy and occupancy agreements now or hereafter entered into that affect all or any portion of Land or the Improvements, or which arise from any of the Contracts (as defined below) or any of the General Intangibles (as defined below); all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), fees, receivables, receipts, issues, profits, bonus money, revenues, cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable, of their obligations under any such leases, licenses, concessions or tenancy or occupancy agreements, whether said cash or securities are to be held until the expiration of the terms of said agreements or applied to one or more of the installments of rent coming due prior to the expiration of said terms, (including, without limitation, security, utility and other deposits), (collectively, the "Rents and Profits"), together the right to receive and apply the Rents and Profits to the payment of the debt secured by the Mortgage.

(h) Contracts and agreements now or hereafter entered into covering any part of the Land or the Improvements, and all revenue, income and other benefits thereof, including, without limitation, contracts with architects and engineers, supply contracts, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Land or the Improvements (including records, books, plans, specifications, studies, drawings, surveys, tests, architectural renderings, models, data, operating and other reports, and bonds and governmental approvals) or to the management or operation of any part of the Land or the Improvements (collectively, the "Contracts").

(i) Present and future funds, accounts, escrows, impounds, reserves, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, service marks and symbols now or hereafter used in connection with any part of the Land or the Improvements, all names by which the Land or the Improvements may be operated or known, all rights to carry on business under such names, all telephone numbers of listings, and all rights, interest and privileges which the Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Land or the Improvements), and all promissory notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Land or the Improvements; refunds of real estate taxes and assessments and any other governmental impositions related to the Land and Improvements; (collectively all of the foregoing in this subparagraph are the "General Intangibles").

(j) Water taps, sewer taps, certificates of occupancy, use permits, special permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Land or the Improvements; and, present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Land or the Improvements.

DEBTOR: MEADOW LAKE BP, LLC

(k) Insurance policies or binders now or hereafter relating to the Land or the Improvements, unearned premiums thereon, and the right to receive and apply the proceeds of any insurance policies, or judgments or settlements made in lieu thereof, for damage to the Land or Improvements.

(l) Eminent domain and condemnation awards, and any transfer made in lieu of or in anticipation of the exercise of such awards.

(m) All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to any of the foregoing.

(n) All commercial tort claims Debtor now has or hereafter acquires relating to any of the foregoing.

(o) Other or greater rights and interests of every nature in the Land or the Improvements and in the possession or use thereof and income therefrom.

(p) Additions to the foregoing and substitutions and replacements for the foregoing.

(q) Proceeds and products (including claims and demands therefor) of the foregoing or derived from the sale, transfer, conveyance, assignment, or conversion, voluntary or involuntary, of the foregoing.

(r) The right, title and interest of Debtor in and to any of the foregoing that may be subject to any "security interests" as defined in the Uniform Commercial Code, as adopted and enacted by the State or States where any of the Land and Improvements is located, to the extent such "security interests" are superior in right and priority to the lien of the Mortgage.

DEBTOR: MEADOW LAKE BP, LLC

EXHIBIT A

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Lot 6-HA, according to the Map of Graham-Means Resurvey as recorded in Map Book 27, Page 78, in the Probate Office of Shelby County, Alabama.

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