

20020701000308200 Pg 1/6 36.00
Shelby Cnty Judge of Probate, AL
07/01/2002 16:19:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Randolph H. Lanier 205-226-3487	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Randolph H. Lanier Balch & Bingham LLP 1901 Sixth Avenue North Suite 2600 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 Arbor Hills, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2236 Cahaba Valley Drive		CITY Birmingham	STATE AL	POSTAL CODE 35242
1d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability co.	1f. JURISDICTION OF ORGANIZATION Alabama
				1g. ORGANIZATIONAL ID #, if any <input 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		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
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 Compass Bank				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P.O. Box 10566, Attn: Birmingham Real Estate banking		CITY Birmingham	STATE AL	POSTAL CODE 35296
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All that Collateral more particularly described on Exhibit A, attached hereto and made a part hereof.

5 pages attached (consisting of Addendum, Exhibit A and Exhibit B)

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		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] [ADDITIONAL FEE]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

Fixture Filing -- Judge of Probate of Shelby County, Alabama

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 Arbor Hills, LLC		
	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

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 (12a or 12b)

OR	12a. ORGANIZATION'S NAME				
	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:

Real Property described on Exhibit B, attached hereto and made a part hereof

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

Record Owner: DEBTOR
(Arbor Hills, LLC)

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
DESCRIPTION OF COLLATERAL

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit B**, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and 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, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in **Exhibit B** or not and whether in storage or otherwise wheresoever the same may be located;
- (b) All accounts (as presently or hereafter defined in the UCC), general intangibles, goods, contracts and contract rights relating to the property described on **Exhibit B** and the improvements thereon, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the real property described on **Exhibit B** and the improvements thereon;
- (c) 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, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
 - (i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created or otherwise, or under any other agreement or license for use of any part of the Land and Improvements, whether written or verbal, or with respect to any letting of, or of any agreement for the use or occupancy of the Land and Improvements or any part thereof; and
 - (ii) 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 Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's fees, on any

of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

- (d) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the property described on **Exhibit B** and the improvements thereon, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (e) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a) - (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a) - (d) above.

Debtor hereby grants Secured Party a security interest in the foregoing (the “**Collateral**”).

Record Owner of Real Estate: Arbor Hills, LLC

DEBTOR:

ARBOR HILLS, LLC,
an Alabama limited liability company


By: 
Its Manager

EXHIBIT B

Legal Description

LEGAL DESCRIPTION

A parcel of land situated in the NW ¼ of the NW ¼ of Section 25, and the NE ¼ of Section 26, all in Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 25, Township 19 South, Range 3 West; thence in an Easterly direction along the North line of said section a distance of 443.58 feet to a point on the Southwesterly Right-of-Way line of Old Montgomery Highway; thence 61°03'15" to the right in a Southeasterly direction along said right-of-way line a distance of 671.75 feet to the POINT OF BEGINNING; thence 90° to the right in a Southwesterly direction (leaving said right-of-way line) a distance of 78.30 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 750.00 feet and a central angle of 21°03'11"; thence in a Southwesterly direction along the arc of said curve a distance of 275.58 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 83.54 feet to a point; thence 90° to the right in a Northwesterly direction a distance of 133.58 feet to a point; thence 86°19'06" to the left in a Southwesterly direction a distance of 42.41 feet to a point; thence 9°56'24" to the left in a Southwesterly direction a distance of 129.97 feet to a point; thence 25°30'35" to the right in a Southwesterly direction a distance of 151.42 feet to a point; thence 21°32'21" to the right in a Westerly direction a distance of 34.15 feet to a point; thence 64°19'39" to the right in a Northwesterly direction a distance of 992.32 feet to a point; thence 67°53'00" to the left in a Southwesterly direction a distance of 62.60 feet to a point; thence 0°11'35" to the right in a Southwesterly direction a distance of 480.88 feet to a point; thence 4°42'48" to the right in a Southwesterly direction a distance of 407.59 feet to a point; thence 24°25'38" to the left in a Southwesterly direction a distance of 44.50 feet to a point; thence 15°26'00" to the left in a Southwesterly direction a distance of 119.97 feet to a point; thence 19°15'05" to the left in a Southwesterly direction a distance of 257.37 feet to a point; thence 22°03'56" to the left in a Southerly direction a distance of 354.88 feet to a point; thence 60°12'52" to the left in a Southeasterly direction a distance of 131.94 feet to a point; thence 40°59'03" to the right in a Southeasterly direction a distance of 62.70 feet to a point; thence 41°28'17" to the right in a Southwesterly direction a distance of 201.22 feet to a point; thence 32°27'09" to the left in a Southeasterly direction a distance of 246.56 feet to a point; thence 35°43'12" to the left in a Southeasterly direction a distance of 204.66 feet to a point; thence 29°29'50" to the right in a Southeasterly direction a distance of 19.08 feet to a point; thence 13°45'39" to the right in a Southerly direction a distance of 174.95 feet to a point; thence 102°30'05" to the right in a Northwesterly direction a distance of 72.01 feet to a point; thence 89°43'20" to the left in a Southwesterly direction a distance of 100.02 feet to a point; thence 91°16'40" to the left in a Southeasterly direction a distance of 72.25 feet to a point; thence 58°37'28" to the right in a Southeasterly direction a distance of 297.94 feet to a point; thence 7°13'09" to the left in a Southeasterly direction a distance of 107.23 feet to a point; thence 40°09'27" to the left in a Southeasterly direction a distance of 87.68 feet to a point; thence 0°15'10" to the right in a Southeasterly direction a distance of 39.45 feet to a point; thence 35°25'37" to the left in a Northeasterly direction a distance of 195.43 feet to a point; thence 90° to the left in a Northwesterly direction a distance of 70.00 feet to a point; thence 65°18'07" to the left in a Northwesterly direction a distance of 100.28 feet to a point; thence 48°23'20" to the right in a Northwesterly direction a distance of 65.18 feet to a point; thence 49°28'41" to the right in a Northeasterly direction a distance of 376.50 feet to a point; thence 35°24'22" to the right in a Northeasterly direction a distance of 233.40 feet to a point; thence 23°30'41" to the right in a Northeasterly direction a distance of 100.91 feet to a point; thence 26°30'01" to the left in a Northeasterly direction a distance of 129.19 feet to a point; thence 8°53'41" to the left in a Northeasterly direction a distance of 75.72 feet to a point; thence 15°21'37" to the left in a Northeasterly direction a distance of 120.35 feet to a point; thence 22°07'53" to the left in a Northeasterly direction a distance of 109.82 feet to a point; thence 89°20'09" to the right in an Easterly direction a distance of 31.27 feet to a point; thence 61°28'24" to the right in a Southeasterly direction a distance of 140.23 feet to a point; thence 80°55'55" to the left in a Northeasterly direction a distance of 54.85 feet to a point; thence 6°53'37" to the left in a Northeasterly direction a distance of 45.23 feet to a point; thence 7°42'21" to the left in a Northeasterly direction a distance of 49.36 feet to a point; thence 4°47'44" to the left in a Northeasterly direction a distance of 226.95 feet to a point at the Southwest corner of a parcel for a pumping station, said point also being on the East line of Lot 53, Chase Plantation 4th Sector as recorded in Map Book 9, Page 156 A and B in the office of the Judge of Probate of Shelby County, Alabama; thence 55°51'44" to the left in a Northerly direction along the common line between said pumping station parcel and said Lot 53 a distance of 50.08

feet to a point on the South line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 19 South, Range 3 West; thence 90°02'47" to the right in an Easterly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section and the North line of the Resurvey of Lots 1, 2, 3, 4, 5, 6, 7 & 8 Chase Plantation 3rd Sector as recorded in Map Book 9, Page 62 in the office of the Judge of Probate of Shelby County, Alabama a distance of 83.99 feet to the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence 0°14'20" to the left in an Easterly direction along the South line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 19 South, Range 3 West and the North line of the Resurvey of Lots 1, 2, 3, 4, 5, 6, 7 & 8 Chase Plantation 3rd Sector, the North line of Chase Plantation 3rd Sector as recorded in Map Book 9, Page 47 A and B in the office of the Judge of Probate of Shelby County, Alabama, the North line of A Resurvey of Lots 15, 16, 17, 18, 19 & 20 Chase Plantation 3rd Sector as recorded in Map Book 9, Page 118 in the office of the Judge of Probate of Shelby County, Alabama, the North line of a Resurvey of Lots 14, 15, 16 & 17 Amended Map of Chase Plantation as recorded in Map Book 8, Page 92 in the office of the Judge of Probate of Shelby County, Alabama, the North line of a Resurvey of Lots 18, 19, 20, 21, 22, 23 and 24 Amended Map of Chase Plantation as recorded in Map Book 8, Page 111 in the office of the Judge of Probate of Shelby County, Alabama and the North line of a Resurvey of Lots 25, 26, 27, 28, 29, 30, 31 and 32 Amended Map of Chase Plantation as recorded in Map Book 8, Page 117 in the office of the Judge of probate of Shelby County, Alabama a distance of 1177.15 feet to a point on the Southwesterly Right-of-Way line of Old Montgomery Highway, said point being on a curve to the right having a radius of 368.32 feet and a central angle of 16°44'49"; thence 135°34'57" To Whom It May Concern: the left (Angle Measured to tangent) in a Northwesterly direction along the arc of said curve and along said right-of-way line a distance of 107.66 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northwesterly direction along said right-of-way line a distance of 743.62 feet to the Point of Beginning.

Containing 65.5 acres.