



20030318000161760 Pg 1/6 36.00
Shelby Cnty Judge of Probate,AL
03/18/2003 10:16:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] PHONE: (770)822-0900
B. SEND ACKNOWLEDGMENT TO: (Name and Address) ANDERSEN, TATE, MAHAFFEY & MCGARITY, P.C. POST OFFICE BOX 2000 LAWRENCEVILLE, GA 30046 ATTN: Thomas J. Andersen

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 BIRMINGHAM LAND HOLDINGS, LLC					
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 1505 Lakes Parkway, Suite 140		CITY Lawrenceville	STATE Ga	POSTAL CODE 30043	COUNTRY USA
1d. TAX ID #: SSN OR EIN [REDACTED]	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Georgia	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 [REDACTED]	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 THE BRAND BANKING COMPANY					
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS 106 E. Crogan Street		CITY Lawrenceville	STATE Ga	POSTAL CODE 30045	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All property of Debtor described on Exhibit "B" attached hereto and located on, in or used in connection with the real property described on Exhibit "A" attached hereto and all improvements and fixtures thereon.

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						

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

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

12. ☐ ADDITIONAL SECURED PARTY'S ☐ or ☐ ASSIGNOR S/P'S NAME - insert only <u>one</u> 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

14. Description of real estate.

16. Additional collateral description:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY
THIS REFERENCE.

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

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"

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

Commence at the Northwest corner of said Lot 1-A, said point being a found 3" capped pipe and also being the Northwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, said point also being the Northeast corner of Lot 15, Cahaba River Lake Estates First Sector, as recorded in Map Book 67, Page 13 in the office of the Judge of Probate of Jefferson County, Alabama; thence South 0°00'00" East (assumed) along the West line of Lot 1-A, the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section and the East line of said Lot 15, the Easterly Right-of-Way line of Lake Park Circle and the Easterly line of Lot 16 of said Cahaba River Lake Estates First Sector a distance of 285.00 feet to a found W.S. capped iron, said point being the POINT OF BEGINNING of the parcel herein described; thence North 90°00'00" East a distance of 240.00 feet to a found W.S. capped iron; thence South 39°30'23" East a distance of 508.99 feet to a found rebar, said point 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°05'50" and a chord bearing of South 59°03'18" East; thence in a Southeasterly direction along the arc of said curve a distance of 257.51 feet to a found rebar; said point lying on a curve to the left having a radius of 75.00 feet, a central angle of 151°28'09" and a chord bearing of South 89°47'47" East; thence in a Southeasterly, Easterly, and Northeasterly direction along the arc of said curve a distance of 198.27 feet to a found rebar; thence North 81°27'42" East a distance of 185.70 feet to a found rebar, said point 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°15' and a chord bearing of South 79°54'48" East; thence in and Easterly and Southeasterly direction along the arc of said curve a distance of 128.43 feet to a found rebar being the P.T. (Point of Tangent) of said curve; thence tangent to said curve South 61°17'08" East a distance of 14.61 feet to a found rebar lying on the Northwesternly Right-of-Way line of Riverview Road, said point also lying on a curve to the right having a radius of 3779.83 feet, a central angle of 1°29'07" and a chord bearing of South 29°49'50" West; thence in a Southwesterly direction along the arc of said curve and said Northwesternly Right-of-Way line a distance of 97.98 feet to a set W.S. capped iron being the P.T. (Point of Tangent) of said curve; thence tangent to said curve South 30°34'20" West along said Northwesternly Right-of-Way line a distance of 80.84 feet to a found rebar, being the P.C. (Point of Curve) of a curve to the right having a radius of 228.06 feet, a central angle of 53°38'30" and a chord bearing of South 57°23'35" West; thence in a Southwesterly direction along the arc of said curve and said Northwesternly Right-of-Way line a distance of 213.52 feet to a found rebar being the P.T. (Point of Tangent) of said curve; thence tangent to said curve South 84°12'50" West along said Northwesternly Right-of-Way line a distance of 95.62 feet to a found rebar, said point being the P.C. (Point of Curve) of a curve to the left having a radius of 499.28 feet, a central angle of 27°06'30" and a chord bearing of South 70°39'35" West; thence in a Southwesterly direction along the arc of said curve and along said Northwesternly Right-of-Way line a distance of 236.22 feet to a found rebar being the P.T. (Point of Tangent) of said curve; thence tangent to said curve South 57°06'20" West along said Northwesternly Right-of-Way line a distance of 565.19 feet to a found rebar, being the P.C. (Point of Curve) of a curve to the right having a radius of 256.63 feet, a central angle of 43°19'57" and a chord bearing of South 78°46'18" West; thence in a Southwesterly and Westerly direction along the arc of said curve and along the Northwesternly, Northerly and Northeasterly Right-of-Way line of said Riverview Road a distance of 194.09 feet to a found rebar, being the P.T. (Point of Tangent) of said curve; thence tangent to said curve North 79°33'43" West along said Northeasterly Right-of-Way line a distance of 7.35 feet to a found rebar lying on the West line of the NE $\frac{1}{4}$ of said Section 35; thence North 00°01'06" East along the West line of said $\frac{1}{4}$ section and along the East line of Lots 26, 25, 24, 23, 22 and 21 of Cahaba River Lake Estates Second Sector, as recorded in Map Book 70, page 43 in the Office of the Judge of Probate of Jefferson County, Alabama, and along the East line of the aforementioned Lot 16 of Cahaba River Lake Estates First Sector a distance of 1219.81 feet to a found W.S. capped iron and the Point of Beginning.

EXHIBIT "B"

All capitalized terms herein shall have the meanings as set forth in that certain Deed to Secure Debt and Security Agreement by Debtor in favor of Lender executed in connection herewith.

All of the following property of the Debtor, whether now owned or hereafter acquired or arising, located at or used in connection with the business of Debtor conducted at the real property described in Exhibit "A" attached hereto and incorporated herein by this reference, including, without limitation:

(a) All that certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Land");

(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, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes owned by Debtor and attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, building supplies and materials, books and records, chattels, inventory, accounts, consumer goods, general intangibles and personal property of every kind and nature whatsoever owned by Debtor and now or hereafter located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land and the improvements located from time to time thereon, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions or proceeds from a permitted sale of any of the foregoing, all tradenames, trademarks, servicemarks, logos, and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land and the improvements located thereon or any part thereof and are now or hereafter acquired by Debtor; and all inventory, accounts, chattel paper, documents, equipment, fixtures, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land 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. The location of the above- described collateral is also the location of the Land;

(c) All building materials, fixtures, building machinery and building equipment delivered on site to the Land during the course of, or in connection with, construction of buildings and improvements upon the Land and which are now or hereafter owned by Debtor;

(d) 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, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof or appurtenant to the title to the Land, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, 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, whether now owned or hereafter acquired by Debtor; and

(e) All income, rents, issues, profits and revenues of the Property from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Debtor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as an equity, of Debtor 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.

(f) All products and/or proceeds of any of the foregoing, including without limitation, insurance proceeds.

Proceeds of the above described property include, without limitation, and to the extent not described above, the following types of property acquired with cash proceeds: accounts, chattel paper, general intangibles, documents, inventory, equipment, fixtures, farm products and consumer goods.

The following items (herein referred to collectively as the "Contract Documents") involving or relating to the Premises or any part thereof, both now and hereafter existing or acquired by Debtor:

1. All insurance policies and binders for insurance and all claims for losses thereunder and all proceeds and rights to proceeds thereunder.
2. All fidelity bonds, payment bonds and performance bonds.
3. All existing permits, licenses and approvals of any type from state, federal and local authorities (including, without limiting the generality of the foregoing any building permit issued to Debtor concerning the construction of improvements on the Premises) together with all permits, licenses and approvals of any type hereafter issued from state, federal and local authorities.
4. All rights of Debtor now or hereafter to receive utility, water and waste and sanitary sewerage services, including any tap on or access fees or payments relating thereto.

5. All warranties, guaranties and other assurances, written and oral on any property of Debor conveyed by Debor to Lender by the Loan Documents and on any property of Debor in which Debor has granted to Lender a security interest.
6. All site plans, drawings, plans, specifications and studies prepared by all architects and engineers, all reports, surveys and studies made by all engineers and surveyors, and all other plans, soil test reports, specifications, engineering plans and reports and any other architectural or engineering data used or useful in connection with the construction of any of the improvements on the Premises; including, without limitation, all of the Plans and Specifications, as defined in the Construction Loan Agreement, including all changes, modifications and amendments thereof.
7. All proceeds and rights to all proceeds in any threatened or pending condemnation or proceedings in lieu thereof.
8. All judgments of Debor against anyone, including all proceeds thereof.
9. All rights and interests of Debor under any development, management, leasing, brokerage, construction, engineering or architectural contract to which Debor is, or hereafter shall become, a party.
10. All construction contracts to which Debor is a party relating to the Premises.
11. All contracts between Debor and others relating to the providing of access roads, sewer and other utility services or facilities for the benefit of the Premises.
12. All contracts between Debor and others relating to the providing of amenities of any nature whatsoever for the benefit of the Premises.
13. All rights of Debor under any financing commitment in favor of Debor.
16. All causes of action of Debor against anyone now or hereafter arising which involve the improvements of the Premises.

TOGETHER WITH all of Debor's rights and privileges, if any, to modify, terminate or waive performance of any of said contract documents or rights.