

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**



20030701000413020 Pg 1/5 34.00
Shelby Cnty Judge of Probate, AL
07/01/2003 12:41:00 FILED/CERTIFIED

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Don Douglas Ramsay (727-898-9011)	
B. SEND ACKNOWLEDGMENT TO:	
Name:	DON DOUGLAS RAMSAY, ESQUIRE
Address:	Powell, Carney, Gross, Maller & Ramsay, P.A.
Address:	Post Office Box 1689
City/State/Zip:	St. Petersburg, Florida 33731-1689

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 Lee Branch LLC, an Alabama limited liability company				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 100 Second Avenue South, Suite 204 North		CITY St. Petersburg	STATE FL	POSTAL CODE 33701
1d. TAX ID#		1e. TYPE OF ORGANIZATION limited liability company		1f. JURISDICTION OF ORGANIZATION Alabama
REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR		1g. ORGANIZATIONAL ID# 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				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID#		2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION
REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR		2g. ORGANIZATIONAL ID# 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 AmSouth Bank, an Alabama state chartered bank				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 13535 Feather Sound Drive, Building 1, Suite 610		CITY Clearwater	STATE FL	POSTAL CODE 33762
		COUNTRY USA		

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I attached hereto and made a part hereof for a description of the property covered hereby some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

Filed as additional security for Mortgage recorded of even date, on which tax has been paid.

5 ALTERNATE DESIGNATIONS (if applicable)

<input type="checkbox"/>	LESSEE/LESSOR	<input type="checkbox"/>	CONSIGNEE/CONSIGNOR	<input type="checkbox"/>	BAILEE/BAILOR
<input type="checkbox"/>	AG. LIEN	<input type="checkbox"/>	NON-UCC FILING	<input type="checkbox"/>	SELLER/BUYER

7. OPTIONAL FILER REFERENCE DATA

TO BE RECORDED IN THE PUBLIC RECORDS OF SHELBY COUNTY, ALABAMA

STANDARD FORM – FORM UCC-1 (REV. 12/2001)

Filing Office Copy

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM – ADDENDUM

8. NAME OF FIRST DEBTOR (1aOR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME

LEE BRANCH LLC, an Alabama limited liability company

8b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

9. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names

10a. ORGANIZATION'S NAME

10b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

10d. TAX ID# REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR 10e. TYPE OF ORGANIZATION 10f. JURISDICTION OF RGANIZATION 10g. ORGANIZATIONAL ID#
NONE

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)– INSERT ONLY ONE SECURED PARTY NAME (11a OR 11b)

11a. ORGANIZATION'S NAME

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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

13. Description of real estate:
See Exhibit "A" attached hereto

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

15. Additional collateral description:

16. 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

17. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufacture-Home Transaction - effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

SCHEDULE I
to
UCC-1

Hereinafter said real estate, buildings, improvements (including improvements to be made hereafter), and fixtures hereinbelow described and located on said real estate, described on Exhibit "A" attached hereto and made a part hereof, are sometimes collectively referred to as the "Premises".

TOGETHER with all of Debtor's gas and electrical fixtures, heaters, space heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air conditioning, plumbing and heating fixtures, drapes, mirrors, mantles, refrigerating plants, dishwashers and appurtenances, and all building material and equipment now or hereafter delivered to the Premises and intended to be installed therein; such other goods, furnishings, equipment now or hereafter delivered to the Premises and intended to be installed therein; such other furniture, fixtures, goods, equipment, chattels and personal property as are usually furnished by landlords in the letting of all or any portion of the Premises of the character currently owned by Debtor (or as hereafter improved) and all renewals or replacements thereof or articles in substitution thereof and all of the estate, right, title and interest of the Debtor in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the operation thereof, all of which shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and secured by this UCC-1 financing statement.

TOGETHER with all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, including but not limited to, all of Debtor's sewer capacity rights, all other capacity rights, and Debtor's rights under contracts, all building permits, D.O.T. driveway permits, and other permits, agreements, approvals, utility commitments, licenses and all other documents, payments, fees, impact fees, prepaid tap fees, commitment fees, deposits and sums paid affecting the Premises, and all rents, accounts and accounts receivable, profits, issues, revenues of the Premises from time to time accruing, whether under leases or tenancies or other agreements now existing or hereafter created, including the Collateral Assignment of Leases, Rents and Contract Rights of even date herewith between Debtor and Secured Party (hereinafter the "Assignment"), reserving only the right to the Debtor to collect the same so long as the Debtor is not in default hereunder (subject to the qualification set forth in that certain Assignment) and so long as the same are not subjected to garnishment, levy, attachment or lien. In addition, the Debtor hereby assigns, transfers and conveys to Secured Party, its successors and assigns, all of the Debtor's right, title and interest in, to and under all leases now or hereafter leasing or affecting the Premises or any part hereof.

County, Alabama, said point also lying on the North line of said Southeast quarter of Section 5; thence leaving said Westerly right of way margin of U.S. Highway 280, proceed South 88 degrees 49 minutes 06 seconds West along the South line of said Lot – 2 and along said North line of said Southeast quarter for 204.40 feet to the POINT OF BEGINNING.

PARCEL THREE:

Together with that certain non-exclusive and reciprocal easement for the benefit of Parcels I & II for the purpose of ingress and egress as created by that certain reciprocal easement agreement between Mark D. Kidd and Lee Branch LLC dated June 30, 2003, recorded in Instrument # 20030701000412980 over, under and across the driveway as such term is described therein.

PARCEL FOUR:

Together with that certain non-exclusive and reciprocal easement for the benefit of Parcels I & II for the purpose of ingress and egress as created by that certain reciprocal easement agreement between AIG Baker Brookstone, L.L.C. and Lee Branch LLC dated June 30, 2003, recorded in Instrument # 20030701000412990 over, under and across the following described property:

Lot 3 of “THE VILLAGE AT LEE BRANCH” Sector 1, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 31, Page 17 being the same property as Lot 3 of “THE VILLAGE AT LEE BRANCH” Sector 1-Revision 1, as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 31, Page 43A & 43B;

And

Doug Baker Boulevard as described in Exhibit “C” therein.

LEGAL DESCRIPTION

PARCEL ONE:

A parcel of land situated in the Northwest quarter, the Northeast quarter and the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being Lot-2 of "THE VILLAGE AT LEE BRANCH" Sector 1, as recorded in Map Book 31, page 17, in the Office of the Judge of Probate, Shelby County, Alabama being the same property as Lot 2 of "THE VILLAGE AT LEE BRANCH" Sector 1-Revision 1 as recorded in Map Book 31, page 43 A & 43B, in the Office of the Judge of Probate, Shelby County, Alabama and being more particularly described as follows:

Commence at an iron pin found at the Northwest corner of said Southeast quarter of Section 5, said iron pin also being the POINT OF BEGINNING; thence proceed South 00 degrees 25 minutes 08 seconds East along the West line of said quarter Section for 34.72 feet to a point; thence leaving the West line of said Southeast quarter, proceed South 88 degrees 49 minutes 06 seconds West for 53.54 feet to a point; thence proceed North 00 degrees 25 minutes 08 seconds West for 34.72 feet to a point; thence proceed South 88 degrees 49 minutes 06 seconds West for 13.01 feet to a point; thence proceed North 01 degrees 10 minutes 54 seconds West for 321.92 feet to a point; thence proceed North 82 degrees 20 minutes 46 seconds East for 88.11 feet to a point; thence proceed South 84 degrees 57 minutes 48 seconds East for 56.90 feet to a point; thence proceed North 82 degrees 20 minutes 46 seconds East for 91.28 feet to a point on the Westerly right of way margin of U.S. Highway 280; thence proceed South 07 degrees 19 minutes 16 seconds East along said Westerly right of way margin of U.S. Highway 280 for 337.91 feet to a point lying on the North line of said Southeast quarter of Section 5; thence leaving said Westerly right of way margin of U.S. Highway 280, proceed South 88 degrees 49 minutes 06 seconds West along the North line of said Southeast quarter for 204.40 feet to the POINT OF BEGINNING.

PARCEL TWO:

A parcel of land situated in the Northwest quarter of the Southeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at an iron pin found at the Northwest corner of said Southeast quarter of Section 5, said iron pin also being the POINT OF BEGINNING; thence proceed South 00 degrees 25 minutes 08 seconds East along the West line of said Southeast quarter for 26.48 feet to a point; thence leaving the West line of said Southeast quarter, proceed North 82 degrees 32 minutes 28 seconds East for 206.41 feet to a point on the Westerly right of way margin of U.S. Highway 280; thence proceed North 07 degrees 19 minutes 16 seconds West along said Westerly right of way margin of U.S. Highway 280 for 3.93 feet to a point at the Southeast corner of Lot -2 of "THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, page 17, in the Office of the Judge of Probate, Shelby