



20040421000206820 Pg 1/4 32.00
Shelby Cnty Judge of Probate, AL
04/21/2004 15:02:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div>GAMBLE, GAMBLE, CALAME & CHITTON, LLC P. O. BOX 345 SELMA, AL 36702-0345</div>

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 DARROW INVESTMENT GROUP, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 4923 MEADOW BROOK WAY			CITY BIRMINGHAM	STATE AL	POSTAL CODE 35242	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Alabama		1g. ORGANIZATIONAL ID #, if any <input checked="" 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	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 THE PEOPLES BANK AND TRUST COMPANY						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 835 MAIN STREET			CITY MONTEVALLO	STATE AL	POSTAL CODE 35115	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

NOTE: FILED PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND ALABAMA SECRETARY OF STATE.

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

Exhibit A to UCC Financing Statement from Darrow Investment Group, LLC ("Debtor") to The Peoples Bank and Trust Company ("Secured Party")

All of the following property of Debtor, whether now owned or hereafter acquired or arising, wherever located, to-wit:

Definitions: "Land" or "Real Estate" or "Mortgaged Property" as used herein shall mean the real estate described on Schedule 1 attached.

"Improvements" as used herein shall mean, collectively, all buildings, structures, facilities, fixtures, and other improvements now or hereafter located on the Land, and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by the Debtor or in which the Debtor have or shall acquire an interest.

"Assignor" as used herein refers to the Debtor.

A. Personal Property. All fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements therefor, owned by the Mortgagor and now or hereafter attached to, contained in, or used in connection with the Real Estate or placed on any part thereof, though not attached thereto, and all proceeds thereof, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator equipment, switchboards, stoves, ranges, vacuum cleaning systems, garbage disposers, refrigerators, dishwashers, hot water heaters, trash compactors, other appliances, paging systems, alarm systems, generators, sprinkler systems and other fire prevention and extinguishing apparatus and all other goods, materials, motors, machinery, pipes, equipment, inventory, fittings and fixtures now or hereafter affixed to or located on the Real Estate.

B. Tenant Leases and Rents.

(i) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate with respect to which the Debtor is the lessor or sublessor, whether now existing or hereafter made (the "**Leases**"), including without limitation that certain lease dated December 8, 2003 between Debtor as Landlord and Eta Omega chapter of Alpha Tau Omega at the University of Montevallo as Tenant;

(ii) Any and all guaranties of the lessee's and any sublessee's performance under any of the Leases; and

(iii) all rents, earnings, income, profits, benefits, security deposits and advantages arising from the Mortgaged Property or from the Leases and all other sums due or to become due under and pursuant thereto and together with any and all guarantees of or under any of the Leases, and together with all rights, powers, privileges, options and other benefits of Assignor as lessor under the Leases, including, without limitation: the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, condemnation awards, insurance proceeds, moneys and security payable or receivable under the Leases or pursuant to any of the provisions thereof whether as rent or otherwise, and whether paid or accruing before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. § 101, et seq.; the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Mortgaged Property and any other property subject to the Lease as therein provided and to perform all other necessary or appropriate acts with respect to such purchases as agent and attorney-in-fact for Assignor; the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law; to do any and all other things whatsoever which the Assignor is or may become entitled to do under any such Lease.

C. Insurance Policies. Each and every policy of hazard insurance now or hereafter in effect which insures the Improvements, the Personal Property, or any part thereof, together with all right, title, and interest of the Debtor in and to each and every such policy, including any premiums paid on each such policy and rights to returned premiums.

D. General Intangibles and Agreements.

(i) All general intangibles relating to the development or use of the Real Estate, the Personal Property, or any other property or rights conveyed or encumbered hereby, or the management and operation of any business of the Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals, and other trade secrets.

(ii) The goodwill of any business conducted or operated on the Real Estate, all governmental permits relating to the construction, renovation or operation thereof, and 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.

(iii) All contracts and agreements (including franchise, leasing, management, operating and concession agreements) affecting the Real Estate, the Personal Property or any other property conveyed or encumbered by this Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

E. Proceeds. All proceeds (including insurance proceeds) of any of the foregoing, or of any part thereof.

F. Other Property. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

SCHEDULE 1

The North $\frac{1}{2}$ of Lot 4, in Block F, in Lyman's Addition to the Town of Montevallo, Alabama, according to the map thereof recorded in Map Book 1, Page 18 and Map Book 3, Page 27, by the Office of the Probate Judge of Shelby County, Alabama. Said one-half of said lot fronting 75 feet on the NE boundary of Block Street and running back for a uniform width in a northeasterly direction for a distance of 100 feet. This property being known now and heretofore as the Sharp residence.

Also, the North $\frac{1}{2}$ of West $\frac{1}{2}$ of Lot 5 in Block F, of Lyman's Addition to said Town, according to the Map thereof recorded in Map Book 1, Page 18, in the Probate Office of Shelby County, Alabama.

That portion of Lot herein described is otherwise described as follows:

Begin at the Northwestern most corner of said Lot No. 5, in Block F, in Lyman's Addition to the town of Montevallo (where said corner joins the Northeasterly corner of Lot 4 in said Block F); run thence in a Southeasterly direction along the Western boundary line of said Lot 5 a distance of 75 feet to a point; thence turn to the left and run Northeasterly parallel with the North boundary of Oak Street, a distance of 50 feet to a point; thence turn to the left and run Northwesterly parallel with the East boundary of Block Street, a distance of 75 feet to a point on the Northwesterly boundary line of said Lot 5; thence turn to the left and run along the boundary line of said Lot 5 a distance of 50 feet to point of beginning.