

# UCC-1 FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



20040510000245080 Pg 1/4 32.00  
Shelby Cnty Judge of Probate, AL  
05/10/2004 13:35:00 FILED/CERTIFIED

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>William E. Doster, Esquire</b> <b>(407) 843-4600</b>	
B. PREPARED BY/SEND ACKNOWLEDGEMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"><b>William E. Doster, Esquire</b> <b>Lowndes, Drosdick, Doster, Kantor &amp; Reed, P.A.</b> <b>215 North Eola Drive</b> <b>Orlando, Florida 32801</b></div>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME <b>CROW MILLS, L.L.C., an Alabama limited liability company</b>					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS <b>2012 6<sup>th</sup> Avenue North</b>		CITY <b>Birmingham</b>		STATE <b>AL</b>	POSTAL CODE <b>35203</b>
					COUNTRY <b>U.S.A.</b>
1d. TAX ID #: SSN OR EIN <div style="background-color: black; width: 100px; height: 1.2em;"></div>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>Ltd. Liability Co.</b>	1f. JURISDICTION OF ORGANIZATION <b>Alabama</b>	1g. ORGANIZATIONAL ID #, if any <div style="text-align: right;"><input type="checkbox"/> NONE</div>	
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 ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <div style="text-align: right;"><input type="checkbox"/> NONE</div>	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME <b>State Farm Life Insurance Company, an Illinois corporation</b>					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS <b>Attn: Corporate Law -Investments</b> <b>One State Farm Plaza, E-3</b>		CITY <b>Bloomington</b>		STATE <b>IL</b>	POSTAL CODE <b>61710-0001</b>
					COUNTRY <b>U.S.A.</b>

4. This FINANCING STATEMENT covers the following collateral:

**All "Property," as the same is described and as that term is defined on Exhibit A attached hereto, which is now or hereafter a part of, of benefit to, located upon or used, useful or intended to be used for or in connection with the complete and comfortable use, occupation, operation or enjoyment, whether in present or in the future, of the real property described in Exhibit B attached hereto; the current record owner of said property being the Debtor.**

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. FLORIDA DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX <b>N/A</b>							
7. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]		8. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		All Debtors	Debtor 1	Debtor 2	
9. OPTIONAL FILER REFERENCE DATA <b>Filed with the Office Shelby County, Alabama</b>							

**EXHIBIT A**  
to  
Financing Statement  
naming Crow Mills, L.L.C., as Debtor  
and State Farm Life Insurance Company, as Secured Party

1. **Improvements.** All of Debtor's right, title and interest in and to all buildings, structures and other improvements now or hereafter constructed, erected, installed, placed or situated upon that piece, parcel and tract (or those pieces, parcels or tracts) of land (the "Real Estate") located in the City of Helena, Shelby County, Alabama legally more particularly described on Exhibit B attached hereto and by this reference thereto made a part hereof (collectively, the "Improvements");
2. **Appurtenances.** All of Debtor's estate, claim, demand, right, title and interest, now owned or hereafter acquired, including, without limitation, any after acquired title, franchise, license, remainder, or reversion, in and to (i) any land or vaults lying within the right-of-way of any street, avenue, way, passage, highway or alley, open or proposed, vacated or otherwise, adjoining the Real Estate; (ii) any and all alleys, sidewalks, streets, avenues, strips and gores of land adjacent, belonging or appertaining to the Real Estate and Improvements; (iii) all rights of ingress and egress to and from the Real Estate and all adjoining properties; (iv) storm and sanitary sewer, water, gas, electric, railway, telephone and all other utility services relating to the Real Estate and Improvements; (v) all land use, zoning and development rights and approvals, all air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Real Estate or any part thereof; and (vi) each and all of the tenements, hereditaments, easements, appurtenances, or other rights, liberties, reservations, allowances and privileges relating to the Real Estate or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity (collectively, the "Appurtenances");
3. **Leases.** All leasehold estates and the right, title and interest of Debtor in, to and under any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Real Estate and Improvements or any portion thereof now or hereafter existing or entered into (collectively, the "Leases");
4. **Rents.** All rents, issues, profits, proceeds, income, revenues, royalties, advantages, avails, claims against guarantors, security and other deposits (whether in cash or other form), advance rentals and any and all other payments or benefits now or hereafter derived, directly or indirectly, from the Real Estate and Improvements, whether under the Leases or otherwise (collectively, the "Rents");
5. **Contract Rights.** All right, title and interest of Debtor in and to any and all contracts, written or oral, express or implied, now existing or hereafter entered into or arising, in any manner related to the improvement, use, operation, sale, conversion or other disposition of any interest in, including, without limitation, all options to purchase or lease the Real Estate or Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Collateral (as hereinafter defined and described), whether now owned or hereafter acquired by Debtor (collectively, the "Contract Rights");
6. **Intangible Personal Property.** All general intangibles of Debtor, including without limitation, goodwill, trademarks, trade names, option rights, permits, licenses, insurance policies and the proceeds therefrom, rights of action and books and records relating, directly or indirectly to the Real Estate and Improvements (collectively, the "Intangible Personal Property");



7. Tangible Personal Property. All right, title and interest of Debtor in and to all fixtures, equipment and tangible personal property of every kind, nature or description attached or affixed to or situated upon or within the Real Estate or Improvements, or both, provided the same are used, usable or intended to be used for or in connection with any present or future use, occupation, operation, maintenance, management or enjoyment of the Real Estate and Improvements (collectively, the "Tangible Personal Property");

8. Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the Collateral into cash or other liquidated claims, or that are otherwise payable for injury to, or the taking or requisitioning of the Collateral, including all insurance and condemnation proceeds paid or payable with respect to the Collateral (collectively, the "Proceeds");

9. Tax and Insurance Deposits. All sums deposited by Debtor to Secured Party, in escrow, for the payment of real estate and other taxes and insurance premiums payable on and with respect to the Real Estate and Improvements (collectively, the "Tax and Insurance Deposits");

10. Right to Encumber. All of Debtor's right, power or privilege to further hypothecate or encumber all or any portion of the property, rights and interests comprising the Collateral described herein as security for any debt or obligation; it being intended by this provision that Debtor be divested of the right, power and privilege to further hypothecate or encumber, or to grant a mortgage upon or a security interest in any of the Collateral as security for the payment of any debt or the performance of any obligation without Secured Party's prior written consent (the "Right to Encumber"); and

11. Other Rights and Interests. All other property, rights, interests, estates or claims of every name, kind, character or nature, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Estate and Improvements and all other property, rights, interests, estates or claims of any name, kind, character or nature or properties now owned or hereafter acquired in the other properties, rights and interests comprising the Collateral as defined and described herein (collectively, "Other Rights and Interest").

All of the foregoing-described property, rights and interests, including the Improvements, Appurtenances, Leases, Rents, Contract Rights, Intangible Personal Property, Tangible Personal Property, Proceeds, Tax and Insurance Deposits, Right to Encumber and Other Rights and Interests, being collectively referred to herein as the "Property."

IT IS EXPRESSLY PROVIDED, HOWEVER, that the property, rights and interests included within the foregoing definition of "Property" shall not include any fixtures, equipment or tangible personal property which is (i) owned by tenants or lessees of Debtor and of the Real Estate and Improvements or any part or parts thereof, or (ii) owned by any lessors of fixtures, equipment or personal property leased any such tenants.

EXHIBIT B

to  
Financing Statement  
naming Crow Mills, L.L.C., as Debtor  
and State Farm Life Insurance Company, as Secured Party

LEGAL DESCRIPTION

A tract of land situated in the Southeast  $\frac{1}{4}$  of Section 21, Township 20 S., Range 3 West, being more particularly described as follows:

Begin at the Northeast Corner of Lot 1, in Block 3, according to the Survey of Shelena Estates, as recorded in Map Book 5, Page 25 in the Probate Office of Shelby County, Alabama; thence run S 89°53'32" W along the North line of said Lot 1 for 114.26 feet to a point on the Southerly right-of-way line of Benton Street, said point being on a curve to the right having a radius of 97.08 feet; thence run along said curve and said right-of-way line a chord bearing of N 56°38'11" E for 43.12 feet to the point of a tangent to said curve; thence run N 69°21'25" E along the tangent to said curve and along said street right-of-way line for 50.00 feet to the point of beginning of a curve to the left having a radius of 137.81 feet; thence run along said curve and said right-of-way line a chord bearing of N 55°07'06" E for 68.49 feet to a point on the Southerly right-of-way line of Shelby County Highway No. 91; thence run N 78°56'24" E along said right-of-way line for 25.25 feet to the point of beginning of a curve to the right having a radius of 1,171.15 feet; thence run along said curve and said right-of-way line a chord bearing of N 66°23'48" E for 512.78 feet to a point; thence run S 50°44'15" E for 159.32 feet to a point on the Westerly right-of-way line of Shelby Co. Highway No. 17; thence run S 87°21'22" W for 149.97 feet; thence run S 02°32'45" E for 100.17 feet; thence run N 87°20'56" E for 150.21 feet to a point on the Westerly right-of-way line for Shelby County Highway No. 17; thence run S 02°40'56" E along said right-of-way line for 259.95 feet; thence run S 67°09'12" W along the North line of Block 3, according to the Survey of Shelena Estates Subdivision for 463.47 feet; thence run S 67°52'39" W along said subdivision for 96.21 feet; thence run S 82°43'02" W along said subdivision for 89.47 feet; thence run S 89°58'01" W along said subdivision for 50.00 feet; thence run N 00°00'00" E along said subdivision for 399.85 feet to the Point of Beginning.