



20050413000172780 1/6 \$36.00
Shelby Cnty Judge of Probate, AL
04/13/2005 07:59:39AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

J. Keith Windle
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 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

Caldwell Mill, LLP

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

5502 Caldwell Mill Road

CITY

Birmingham

STATE

AL

POSTAL CODE

35242

COUNTRY

USA

To TAX ID # SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

limited liability ptrship

1f. JURISDICTION OF ORGANIZATION

Alabama

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

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 31b)

3a. ORGANIZATION'S NAME

First Commercial Bank

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

Birmingham

STATE

AL

POSTAL CODE

35202-1746

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

The items and types of property described on Schedule I attached hereto, which together with the Exhibit A thereto, are incorporated herein by reference.

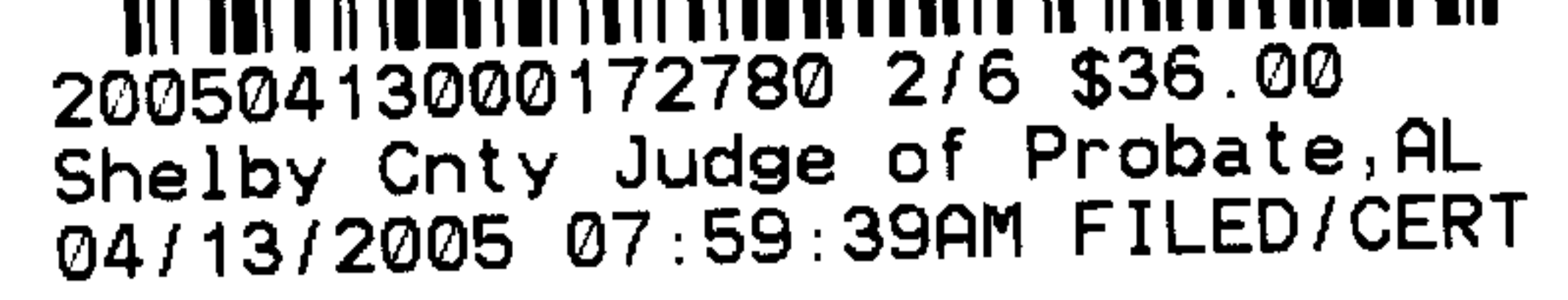
DEBTOR IS RECORD OWNER OF REAL ESTATE
CROSS REFERENCE IN REAL ESTATE MORTGAGE RECORDS
Additional security for mortgage filed simultaneously herewith

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAIOL	SELLER/BUYER	AG. LIEN	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 (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)			All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

File with Judge of Probate of Shelby County, Alabama

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

NATUCCI - 5/4/01 C.T. System Online



FOLLOW INSTRUCTIONS (front and back) CAREFULLY

10. MISCELLANEOUS:

[file with Judge of Probate of Shelby County, AL]

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

12.	<input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> 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

<p>13. This FINANCING STATEMENT covers <input type="checkbox"/> timber to be cut or <input type="checkbox"/> as-extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.</p> <p>14. Description of real estate.</p> <p>See attached Schedule I with its attached Exhibit A.</p>	<p>16. Additional collateral description:</p> <p>See attached Schedule I with its attached Exhibit A.</p>
<p>15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):</p>	<p>17. Check <u>only</u> if applicable and check <u>only</u> one box.</p> <p>Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate</p> <p>18. Check <u>only</u> if applicable and check <u>only</u> one box.</p> <p><input type="checkbox"/> Debtor is a TRANSMITTING UTILITY</p> <p><input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction -- effective 30 years</p> <p><input type="checkbox"/> Filed in connection with a Public-Finance Transaction - effective 30 years</p>

Debtor:
Caldwell Mill, LLP
5502 Caldwell Mill Road
Birmingham, AL 35242

Secured Party:
First Commercial Bank
P. O. Box 11746
Birmingham, AL 35202-1746

SCHEDULE 1
TO UCC-1 FINANCING STATEMENT

1. All of Debtor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in Exhibit A attached hereto and made a part hereof;
2. All of Debtor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate, including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;
3. All right, title and interest of Debtor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;
4. All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Debtor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones and telecommunication equipment, compartment safes, carpeting, window coverings and all proceeds of and substitutions and replacements for any such items;
5. All rents, issues, profits, royalties, income and other benefits derived from the Real Estate (collectively, the "Rents"), now or hereafter existing or entered into;
6. All interests, estates or other claims, both in law and in equity, that Debtor now has or may hereafter acquire in the Real Estate including, but not limited to all

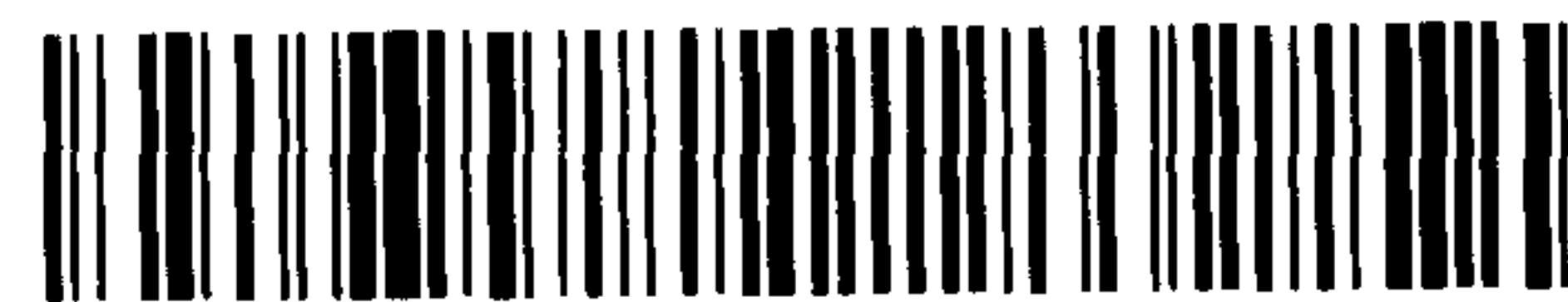
of Debtor's interest in any and all options to purchase the Real Estate that Debtor may have or may hereafter acquire;

7. All easements, rights-of-way and rights now owned or hereafter acquired by Debtor used in connection with or as a means of access to the Real Estate including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances of and to such easements rights-of-way and rights, and all water and water rights and shares of stock evidencing the same;
8. All interests of Debtor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate, now or hereafter existing or entered into, and all right, title and interest of Debtor under such leases and subleases, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;
9. All right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Real Estate;
10. All right, title and interest now owned or hereafter acquired by Debtor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate;
11. All rights and interests of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate; and
12. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Debtor now has or may hereafter acquire in the Real Estate, and other proceeds from sale or disposition of real or personal property hereby secured that Debtor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate, including any award resulting from a change of grade of streets and any award for severance damages.

EXHIBIT "A"

Part of the N $\frac{1}{4}$ of Section 10, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 3" capped iron pipe being the locally accepted NW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 10, run in an Easterly direction along the North line of said section for a distance of 276.08 feet to an existing iron rebar set by J. A. Gay; thence turn an angle to the left of 0°00'54" and run in an Easterly direction for a distance of 214.93 feet to an existing #5 iron rebar; thence turn an angle to the right of 0°00'39" and run in an Easterly direction for a distance of 436.36 feet to an existing iron rebar set by J. A. Gay; thence turn an angle to the right of 0°0'6" and run in an Easterly direction for a distance of 210.68 feet to an existing iron rebar set by J. A. Gay; thence turn an angle to the left of 0°0'41" and run in an Easterly direction for a distance of 187.86 feet to an existing #5 iron rebar being the locally accepted Northeast corner of said Section 10; thence turn an angle to the right of 89°00'46" and run in a Southerly direction for a distance of 36.47 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 0°13'35" and run in a Southerly direction for a distance of 287.10 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 0°1'17" and run in a Southerly direction for a distance of 94.41 feet to an existing iron rebar; thence turn an angle to the right of 21°41'39" and run in a Southwesterly direction for a distance of 34.28 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 69°32'55" and run in a Westerly direction for a distance of 586.87 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 17°35'52" and run in a Northwesterly direction for a distance of 94.63 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 5°24'08" and run in a Northwesterly direction for a distance of 100.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 32°0' and run in a Westerly direction for a distance of 80.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 17°03'01" and run in a Southwesterly direction for a distance of 125.62 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 26°03'01" and run in a Westerly direction for a distance of 1327.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 20°05'43" and run in a Southwesterly direction for a distance of 43.66 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 69°54'17" and run in a Southerly direction for a distance of 80.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 51°15' and run in a Southwesterly direction for a distance of 180 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 103°0' and run in a Northwesterly direction for a distance of 164.0 feet to an existing iron rebar set by Weygand and the point of beginning of a curve, said curve being concave in a Northeasterly direction and having a central angle of 37°31'44" and a radius of 50.0 feet; thence turn an angle to the left (12°29'08" to the chord of said curve) and run in a Northwesterly direction along the arc of said curve for a distance of 32.75 feet to a point of reverse curve, said latest curve being concave in a Southwesterly direction and having a central angle of 70°31'44" and a radius of 25.0 feet; thence turn an angle to the left and run in a Northwesterly and Westerly direction along the arc of said curve for a distance of 30.77 feet to an existing iron rebar set by Weygand; thence run in a Westerly direction along a line tangent to the end of said curve for a distance of 66.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 90° and run in a Southerly direction for a distance of 138.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 76°0' and run in a Southwesterly direction for a distance of 32.95 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 40°44'28" and run in a Southwesterly direction for a distance of 98.85 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 23°03'09" and run in a Southwesterly direction for a distance of 67.21 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 18°54'40" and run in a Southwesterly direction for a distance of 57.72 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 1°26'06" and run in a Southwesterly direction for a distance of 64.67 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 7°18'54" and run in a Westerly direction for a distance of 44.23 feet to an existing #4 iron rebar; thence turn an angle to the right of 94°55'33" and run in a Northerly direction for a distance of 195.43 feet to an existing Farmer rebar; thence turn an angle to the left of 89°50'20" and run in a Westerly direction for a distance of 194.77 feet to an existing Farmer rebar; thence turn an angle to the left of 90°07'29" and run in a Southerly direction for a distance of 246.85 feet to an existing Farmer rebar; thence turn an angle to the right of 63°28'39" and run in a Southwesterly direction for



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a distance of 56.73 feet to an existing Weygand rebar; thence turn an angle to the left of $13^{\circ}13'42''$ and run in a Southwesterly direction for a distance of 273.17 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of $10^{\circ}36'25''$ and run in a Southwesterly direction for a distance of 90.54 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of $12^{\circ}24'50''$ and run in a Southwesterly direction for a distance of 73.86 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of $23^{\circ}02'35''$ and run in a Westerly direction for a distance of 19.11 feet to an existing iron rebar set by Weygand and being on the Northeast right of way line of Caldwell Mill Road, said Northeast right of way line being on a curve, said curve being concave in a Westerly direction and having a central angle of $22^{\circ}24'55''$ and a radius of 1669.72 feet; thence turn an angle to the right ($60^{\circ}02'46''$ to chord of said curve) and run in a Northerly and Northwesterly direction along the Northeast right of way line of said Caldwell Mill Road for a distance of 653.23 feet to an existing iron rebar set by Weygand; thence turn an angle to the left and run in a Northwesterly direction along a line tangent to the end of said curve and along the Northeast right of way line of said Caldwell Mill Road for a distance of 593.80 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of $88^{\circ}27'28''$ and run in a Northeasterly direction for a distance of 46.72 feet to an existing iron rebar set by Weygand and still being on the Northeast right of way line of said Caldwell Mill Road; thence turn an angle to the left of 90° and run in a Northwesterly direction along the Northeast right of way line of said Caldwell Mill Road for a distance of 11.99 feet to an existing iron rebar set by Weygand and being the Southwest corner of Lot 132, Phase Three Caldwell Crossings 2nd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 31, page 32; thence turn an angle to the right of $128^{\circ}18'49''$ and run in an Easterly direction along the South line of Lots 132, 130 in said Caldwell Crossings Phase Three 2nd Sector and along the South line of Lot 122, Phase Five Caldwell Crossings 2nd Sector, as recorded in Map Book 32, page 103 A & B, in said Probate Office, for a distance of 204.49 feet, more or less, to the Northwest corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 10; thence turn an angle to the left of $0^{\circ}4'29''$ and run in an Easterly direction along the North line of said section for a distance of 1322.30 feet to the Northeast corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 10; thence turn an angle to the right of $0^{\circ}11'07''$ and run in an Easterly direction along the North line of said section for a distance of 1329.74 feet, more or less, to the point of beginning.

All being situated in Shelby County, Alabama.