



20050518000238760 1/3 \$30.00  
Shelby Cnty Judge of Probate, AL  
05/18/2005 08:07:01AM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Crystal Parker 205-802-1122 ext 320

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

Martin G. Woosley, Esq.  
Martin, Rawson & Woosley, P.C.  
#2 Metroplex Drive, Suite 102  
Birmingham, AL 35209

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**

MICHAEL MANAGEMENT COMPANY LLC, an Alabama limited liability company

OR

**1b. INDIVIDUAL'S LAST NAME**

**FIRST NAME**

**MIDDLE NAME**

**SUFFIX**

**1c. MAILING ADDRESS**

2060 Oak Mountain Drive, Suite 200

**CITY**

Pelham

**STATE**

Al

**POSTAL CODE**

35124

**COUNTRY**

USA

**1d. TAX ID #: SSN OR EIN**

**ADD'L INFO RE  
ORGANIZATION  
DEBTOR**

**1e. TYPE OF ORGANIZATION**

llc

**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 3b)**

**3a. ORGANIZATION'S NAME**

Protective Life Insurance Company

OR

**3b. INDIVIDUAL'S LAST NAME**

**FIRST NAME**

**MIDDLE NAME**

**SUFFIX**

**3c. MAILING ADDRESS**

2801 Highway 280 South

**CITY**

Birmingham

**STATE**

AL

**POSTAL CODE**

35226

**COUNTRY**

USA

**4. This FINANCING STATEMENT covers the following collateral:**

All of the equipment, fixtures, contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtor, all additions, replacements, and proceeds thereof and all other property set forth in Schedule A attached hereto located on the real property described in Exhibit A attached hereto.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAIOLR	<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 [if applicable]	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						
Shelby County, Alabama						



## SCHEDULE A

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All interest of Debtor, whether now owned or hereafter acquired, in the rights, interests and personal property (collectively referred to as the "personal property") of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the real estate described in Exhibit A, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the said real estate and any improvements located thereon, including, without limitation, all accounts, documents, instruments, chattel paper, equipment, general intangibles, inventory, all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the improvements located on said real estate, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, any award of payment or compensation payable on account of any condemnation or other taking for public or private use of the said real estate or any improvements located thereon, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

All leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the said real estate, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the said real estate and improvements thereon arising from the use or enjoyment thereof or from any leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the said leases or applied to one or more of the installments of rent coming due.

All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of any interest of Debtor in the said real estate or improvements located thereon; and

All property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the real estate described in Exhibit A is located, including (*inter alia*) all *fructus naturales*, *fructus civiles*, and *fructus industriales*.

Without limiting the foregoing, all fixtures, machinery, equipment, office equipment and machines, inventory, farm products, vehicles and conveyances (including, without limitation, tractors, mowers, sweepers, snow removers, and other similar equipment), construction materials, building supplies, and articles of personal property (whether or not actually located on the real estate); including, but not limited to: heating, ventilating, humidifying and dehumidifying, air conditioning, laundry (including, without limitation, washers and dryers), incinerating, safety, power, plumbing, cleaning, fire prevention and fire extinguishing, and communications supplies, equipment, systems, and apparatus, lamps, chandeliers, and other lighting equipment and fixtures, vacuum cleaning systems, furnaces, boilers, radiators, piping, and coal stokers, plumbing and bathroom fixtures, sprinkler and alarm systems, washtubs, tanks, sinks, gas and electric fixtures, awnings, screens, window shades, storm doors and windows, ducts and compressors, rugs, carpet and other floor coverings, shades and draperies, partitions, elevators, escalators, pumps, motors, engines, conduits, dynamos, refrigerators, stoves, ranges, freezers, incinerators, kitchen equipment and appliances, and all other appliances and fittings, cabinets, shelving and lockers, plants, shrubbery and all landscaping and planting materials, and indoor and outdoor furniture and furnishings; all logos, trademarks, trade names, service marks, good will, and similar property; all books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts, and all other business and financial records and statements of all kinds; all computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware; all televisions, radios, receivers, recorders, cables, lines, apparatus and equipment of all kinds.

All personalty and other property described in the mortgage and security agreement or deed of trust and security agreement or deed to secure debt and security agreement executed by the Debtor in favor of or for the benefit of Secured Party.

All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.

PROVIDED, that notwithstanding any language to the contrary contained herein, there is excepted from the collateral covered by this Financing Statement, any waivers or subordinations of rights by Debtor (including, but not limited to waivers or subordinations of landlord liens) in current leases with respect to the real property described in Exhibit A attached hereto, and rights of such tenants to obtain such waivers or subordinations upon request to Debtor.



## EXHIBIT A

A parcel of land located in the Northwest  $\frac{1}{4}$  of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Northwest  $\frac{1}{4}$  of said Section 6; thence in a Southerly direction along the East line of said Northwest  $\frac{1}{4}$ , a distance of 446.20 feet; thence 53 deg. 05 min. 00 sec. right, in a Southwesterly direction a distance of 832.0 feet to the point of beginning; thence continue along last described course a distance of 200.0 feet; thence 89 deg. 22 min. 58 sec. left, in a Southeasterly direction a distance of 222.83 feet to a point on a curve to the left, said curve having a radius of 1825.86 feet and a central angle of 4 deg. 37 min. 15 sec.; thence 90 deg. 11 min. 47 sec. left, to tangent of said curve; thence along arc of said curve, in a Northeasterly direction a distance of 147.25 feet to end of said curve; thence continue in a Northeasterly direction a distance of 55.55 feet; thence 85 deg. 48 min. 00 sec. left, in a Northwesterly direction, a distance of 213.90 feet to the point of beginning.

ALSO, A parcel of land located in the Northwest  $\frac{1}{4}$  of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Northwest  $\frac{1}{4}$  of said Section 6; thence in a Southerly direction along the East line of said Northwest  $\frac{1}{4}$  a distance of 446.20 feet; thence 53 deg. 05 min. 00 sec. right, in a Southwesterly direction a distance of 1032.0 feet to the point of beginning; thence continue along last described course a distance of 200.0 feet; thence 90 deg. left, in a Southeasterly direction a distance of 211.36 feet; thence 84 deg. 57 min. 30 sec. left, in a Northeasterly direction a distance of 50.62 feet to the beginning of a curve to the left, said curve having a radius of 1825.86 feet and a central angle of 4 deg. 37 min. 15 sec.; thence along arc of said curve, in a Northeasterly direction, a distance of 147.25 feet to end of said curve, thence 89 deg. 48 min. 13 sec. left, from tangent of said curve in a Northwesterly direction, a distance of 222.83 feet to the point of beginning; being situated in Shelby County, Alabama.

  
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