

20050901000453300 1/7 \$38.00
Shelby Cnty Judge of Probate, AL
09/01/2005 03:20:15PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Brigitte Gawenda Kimichik, Esq.

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Andrews Kurth LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201
Attn: Brigitte Kimichik, Esq.

Unit 22749 - Tacala, LLC/Permanent Loan
MERS #: Min #: 8000101-0000001633-6

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

OR	1a. ORGANIZATION'S NAME LDVF1H TACO LLC			
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS
c/o Drawbridge Special Opportunities Fund LP, 1251 Avenue of the Americas, 16th Floor

CITY New York	STATE NY	POSTAL CODE 10020	COUNTRY USA
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1d. TAX ID #: SSN OR EIN [REDACTED]	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 3996754	<input type="checkbox"/> NONE
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2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (2a or 2b) – do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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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
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3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.			
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS
MERS Commercial, P.O. Box 2300

CITY Flint	STATE MI	POSTAL CODE 48501-2300	COUNTRY USA
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4. This FINANCING STATEMENT covers the following collateral:

The items described in Schedule 1 attached hereto and incorporated herein by reference for all purposes, as the same relate to the land described in Exhibit A attached hereto, and all improvements located thereon.

THIS IS A FIXTURE FILING given as additional security for real property mortgage recorded simultaneously herewith, as to which all applicable recording tax has already been paid.

As stated in the mortgage, the maximum secured indebtedness is \$1,230,059.00.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ 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] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Shelby County, Alabama (MERS #: 8000101-0000001633-6/Loan No. 93-0903133 /Unit 22749) Wells Fargo/Tacala, LLC/Permanent Loan

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

LDVF1H TACO LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

Mailing Address of Debtor:

c/o Drawbridge Special Opportunities Fund LP

1251 Avenue of the Americas, 16th Floor

New York, NY 10020

USA

Attn: John C. King, Treasurer/CFO

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME — insert only one name (11a or 11b) — do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNORS S/P'S NAME — insert only one 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

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

14. Description of real estate:

See Exhibit A to Schedule 1

16. Additional collateral description:

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

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

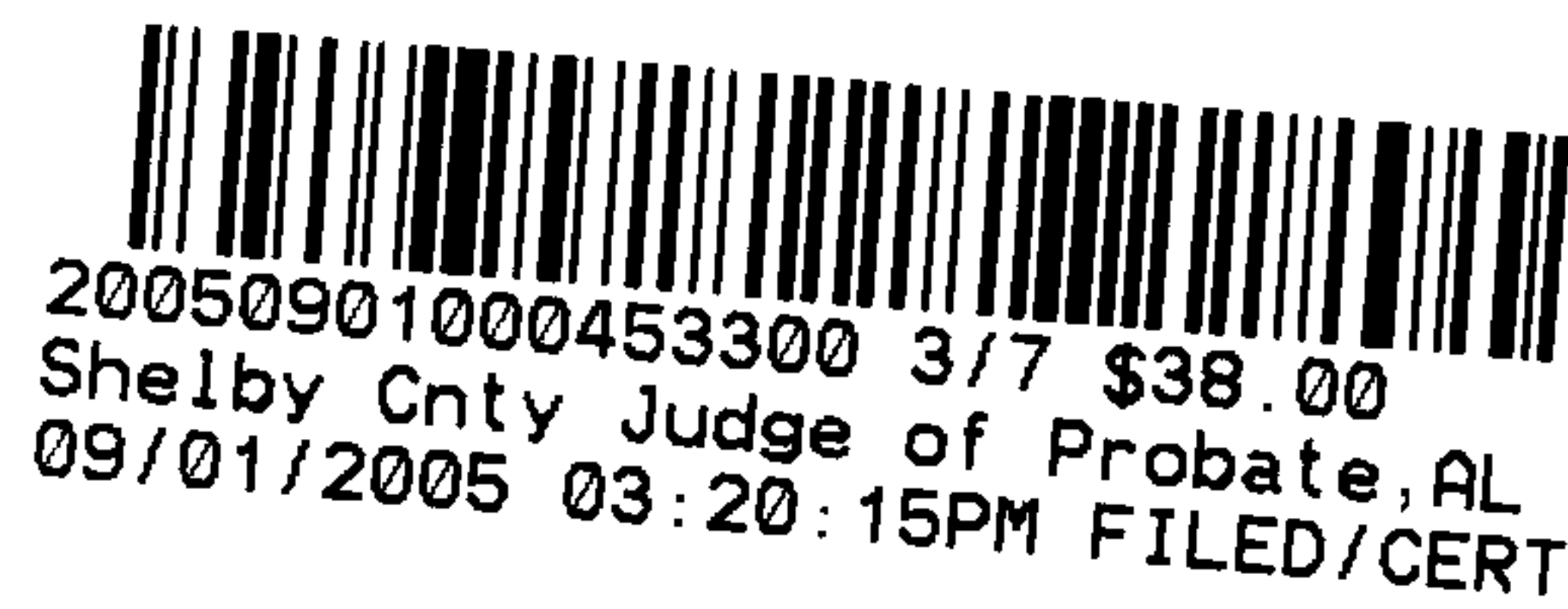
Debtor is ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

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

☐ Debtor is a TRANSMITTING UTILITY

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

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



LDVF1H TACO LLC,
a Delaware limited liability company

Loan No. 93-0903133


SCHEDULE 1 TO FINANCING STATEMENT

(Collateral Description)

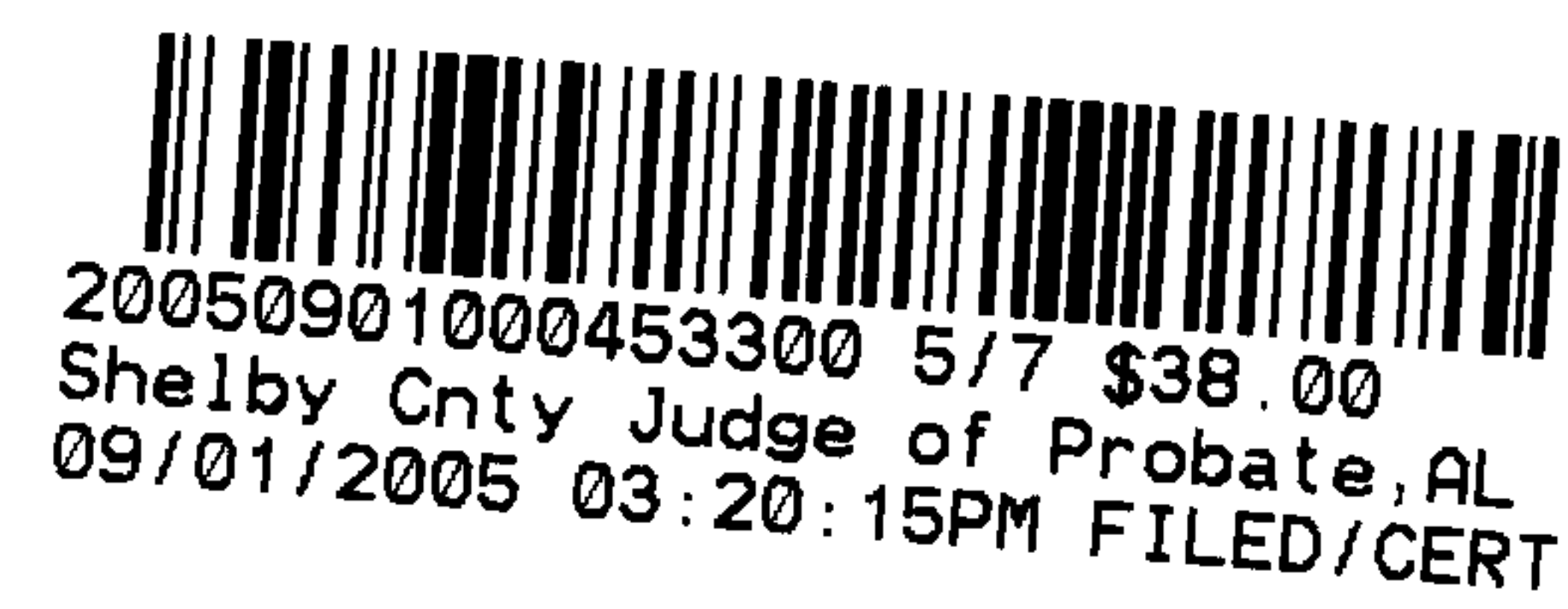
1. **COLLATERAL DESCRIPTION.** This Financing Statement covers the following described personal property in which Debtor now or at any time hereafter has any interest ("Collateral"):

All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with or appropriated for use on the real property described on Exhibit A attached hereto and incorporated by reference herein ("Property"); all rents, issues, deposits and profits of the Property (to the extent, if any, they are not subject to that certain Assignment of Leases and Rents executed contemporaneously herewith); all inventory, accounts, cash receipts, deposit accounts, impounds, accounts receivable, contract rights, general intangibles, software, chattel paper, instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the Property or any business now or hereafter conducted thereon by Debtor; all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party pursuant to any Loan Document; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof, including, without limitation, all "Impounds" as defined in the promissory note (whether one or more) and that certain Cash Management Agreement executed contemporaneously herewith; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing, and all books, records and files relating to any of the foregoing.

2. **INTERPRETATION.** The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of the deed of trust, deed to secure debt, or mortgage, as applicable ("Security Instrument") of even date herewith from Debtor to Secured Party with respect to any property described therein which is real property or


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which the parties have agreed to treat as real property. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Security Instrument or the priority of Secured Party's lien created thereby, and this Financing Statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Security Instrument must be filed in the UCC records in order to be effective against a particular class of persons, including, without limitation, the Federal Government or any subdivision or entity of the Federal Government. Capitalized terms not otherwise defined herein shall have the same meanings as in the Security Instrument.



LDVF1H TACO LLC,
a Delaware limited liability company

Loan No. 93-0903133

EXHIBIT A TO SCHEDULE 1 TO FINANCING STATEMENT

UNIT 22749

Address: 4623 Highway 280 East, Birmingham, AL 35242

Exhibit A to Schedule 1 of Financing Statement - Alabama
(Description of Property)
Wells Fargo/Tacala, LLC/Permanent Loan
Loan No. 93-0903133 / Unit No. 22749

EXHIBIT A

Store #: 22749

Address: 4623 Highway 280, Birmingham, Alabama
County: Shelby

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, AND RUN SOUTH ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 277.41 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280; THENCE 53 DEGREES 01 MINUTE 13 SECONDS TO THE LEFT IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 A DISTANCE OF 254.49 FEET TO A POINT; THENCE 0 DEGREES 32 MINUTES 45 SECONDS TO THE RIGHT IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY 280 A DISTANCE OF 190.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST STATED COURSE A DISTANCE OF 135.00 FEET TO A POINT; THENCE 92 DEGREES 30 MINUTES TO THE LEFT IN A NORTHEASTERLY DIRECTION OF 275.00 FEET TO A POINT; THENCE 87 DEGREES 30 MINUTES TO THE LEFT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 135.00 FEET TO A POINT; THENCE 92 DEGREES 30 MINUTES TO THE LEFT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH Reciprocal Easement Agreement dated 7th August 1985 and recorded in Real Volume 038, Page 59, in the Probate office of Shelby County, Alabama.

Being the same property as set forth on that certain survey dated July 5, 2005, prepared by Derek L. Harvel of Harvel & Associates, Inc. and described as follows:

SURVEYOR'S LEGAL DESCRIPTION


Lot 2, Cahaba South Park as recorded by map or plat of said subdivision on file and of record in the Office of the Judge of Probate of Shelby County, Alabama, said tract situated, lying and being a part of the County of Shelby, State of Alabama, and being more particularly described as follows:

Beginning at a pk nail on the Northeast right-of-way margin of U.S. Highway 280 East, said point being the Southwest Corner of said Lot 2, Cahaba Park South, said point also being the TRUE POINT OF BEGINNING; thence run North 35°00'48" East along the west boundary of said Lot 2 for a distance of 275.00 feet to an iron pin on the Northwest

Corner of said Lot 2; thence run South 52°41'12" East along the North boundary of said Lot 2 for a distance of 135.00 feet to an iron pin on the Northeast Corner of said Lot 2; thence run South 35°00'48" West along the east boundary line of said Lot 2 for a distance of 275.00 feet to an iron pin on the Southeast Corner of said Lot and the Northeast right-of-way margin of U.S. Highway 280 East; thence run North 52°41'12" West along the south boundary of said Lot 2 and said right-of-way margin for a distance of 135.00 feet to a point and back to the TRUE POINT OF BEGINNING.

Land containing 37,095.09 sq. ft. and 0.85 acres.

Parcel #02-73-60-0-010-08-004,


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