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Shelby Cnty Judge of Probate, AL
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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Sills Cummis Epstein & Gross P.C. One Riverfront Plaza Newark, New Jersey 07102-5400 Attention: Jacqueline Cichoracki [09720001/473]

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 RIVER PLACE, L.L.C.			
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS P.O. Box 187	CITY Birmingham	STATE AL	POSTAL CODE 35201
1d. <u>SEE INSTRUCTIONS</u>	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
2d. <u>SEE INSTRUCTIONS</u>	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 GMAC COMMERCIAL MORTGAGE BANK			
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 6955 Union Park Center, Suite 330	CITY Midvale	STATE UT	POSTAL CODE 84047

4. This FINANCING STATEMENT covers the following collateral:

Sec Exhibit B attached hereto, which said property is located on the real property described on Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	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) (ADDITIONAL FEE) (optional)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

To be filed in Shelby County, Alabama

EXHIBIT A

(Legal Description)

A tract of land situated in the Northwest $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, said tract being part of Block 2 of Altadena Park, as recorded in Map Book 5, Page 73, part of Lot 1, Butte Woods Ranch Addition to Altadena Valley as recorded in Map Book 5, Page 1, all recorded in the Probate Office of Shelby County, Alabama, said tract of land more particularly described as follows:

Commence at the Southwest corner of the Northeast $\frac{1}{4}$, Northwest $\frac{1}{4}$ of said Section 3, and run thence Easterly along the South line thereof 69.02 feet; thence turn 69 degrees 30 minutes 50 seconds right and run Southeasterly 96.27 feet to the point of beginning, said point being on the Northerly line of Lot 1 of said Altadena Park; thence turn 90 degrees 00 minutes left and run Northeasterly 240.0 feet to the Northern most corner of said Lot 1; thence turn 90 degrees 58 minutes 45 seconds right and run Southeasterly 149.79 feet to the Southeast corner of said Lot 1; thence turn 6 degrees 16 minutes 15 seconds right and run Southeasterly along the Easterly line of Lot 2 of said subdivision 144.94 feet to the most Easterly corner of Lot 2; thence turn 7 degrees 01 minutes 15 seconds right and run Southerly along the Easterly line of Lot 3 of said subdivision for 57.52 feet to a point on last said lot line ; thence turn 106 degrees 56 minutes 15 seconds left and run Northeasterly 128.13 feet; thence turn 84 degrees 50 minutes right and run Southeasterly for 195.0 feet; thence turn 20 degrees 59 minutes 30 seconds left and run Southeasterly for 333.22 feet; thence turn 52 degrees 39 minutes 30 seconds left and run Easterly for 150.0 feet; thence turn 90 degrees left and run Northerly for 600.14 feet; thence turn 41 degrees 00 minutes right and run Northeasterly for 300.00 feet; thence turn 14 degrees 00 minutes left and run Northeasterly for 125.0 feet; thence turn 25 degrees 00 minutes left and run Northerly for 170.0 feet; thence turn 87 degrees 58 minutes 40 seconds right and run Easterly for 137.41 feet to a point on the East line of the Northeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$, Section 3, Township 19 South Range 2 West; thence turn left 90 degrees and run Northerly along said $\frac{1}{4}$ - $\frac{1}{4}$ line for 270 feet, more or less, to the Westerly bank of the Cahaba river; thence run Northerly and Westerly along the Southwest bank of said river 1400 feet; more or less, to the West line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 3, said point also being on the Easterly line of Lot 1 of said Butte Woods Ranch Addition to Altadena Valley, thence run Northerly along last said $\frac{1}{4}$ - $\frac{1}{4}$ section line and said lot line for 90 feet, more or less, to the Northeasterly corner of said Lot 1; thence turn left and run Westerly along the Northerly line of said Lot 1 for 240 feet, more or less, to the Northwest corner of said Lot 1; thence turn left and run Southwesterly and along the Easterly right-of-way line of Caldwell Mill Road for 425 feet, more or less, to an existing iron rebar set by Laurence D. Weygand; thence turn left 31 degrees 45 minutes and run Southeasterly for 67.96 feet, to an existing iron rebar set by Laurence D. Weygand; thence turn left 31 degrees 45 minutes and run Southeasterly along the new Northeasterly right-of-way line of Old Caldwell Mill Road for 231.58 feet to the beginning of a curve to the right having a radius of 263.05 feet; thence continue Southeasterly and along said right-of-way line and along the arc of said curve 162.13 feet to the end of said curve; thence continue Southeasterly on a course tangent to said curve, and along said right-of-way line 245.3 feet to the point of beginning. Situated in Shelby County, Alabama.

LESS AND EXCEPT:

Part of the Northwest $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing crimp iron pin, being the most Westerly corner of Lot 1A, Altadena Park Resurvey, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 5, Page 111, run in a Northwesterly direction, along the Northeast right-of-way line of Old Caldwell Mill Road, for a distance of 245.65 feet to an existing crimp iron pin and being the point of beginning of a curve, said curve being concave in a Southwesterly direction and having a central angle of 35 degrees 18 minutes 51 seconds and a radius of 263.05 feet; thence turn an angle to the left and run in a Northwesterly direction, along the arc of said curve and along the Northeast right-of-way line of said Old Caldwell Mill Road, for a distance of 162.13 feet, to the point of ending of said curve; thence continue in a Northwesterly direction, along a line tangent to the end of said curve, and along the Northeast right-of-way line of said Old Caldwell Mill Road, for a distance of 231.58 feet; thence turn an angle to the right of 31 degrees 45 minutes and run in a Northwesterly direction for a distance of 67.96 feet to a point on the East right-of-way line of Caldwell Mill Road; thence turn an angle to the right of 31 degrees 45 minutes and run in a Northerly direction, along the East right-of-way line of said Caldwell Mill Road, for a distance of 162.68 feet to a point of intersection with a curve, said curve being concave in a Northwesterly direction and having a central angle of 3 degrees 36 minutes 16 seconds and a radius of 2005.22 feet; thence turn an angle to the right (59 degrees 20 minutes 24 seconds to the chord of said curve) and run in a Northeasterly direction, along the arc of said curve, for a distance of 126.15 feet to a point of reverse curve, said latest curve being concave in a Southerly direction and having a central angle of 36 degrees 13 minutes 17 seconds and a radius of 58.97 feet; thence turn an angle to the right and run in a Northeasterly and Easterly direction, along the arc of said curve, for a distance of 37.28 feet to the point of ending of said curve; thence run in an Easterly direction, along a line tangent to the end of said curve, for a distance of 102.25 feet, to the point of beginning; thence turn an angle to the right of 63 degrees 45 minutes 02 seconds and run in a Southeasterly direction for a distance of 55.01 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 91 degrees 51 minutes 45 seconds and run in a Northeasterly direction for a distance of 150.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 94 degrees 18 minutes 35 seconds and run in a Northwesterly direction for a distance of 55.20 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 82 degrees 59 minutes 55 seconds and run in a Southwesterly direction for a distance of 144.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 90 degrees 49 minutes 45 seconds and run in a Southerly direction for a distance of 6.87 feet, more or less to the point of beginning.

All being situated in Shelby County, Alabama.

EXHIBIT B

Financing Statement between GMAC COMMERCIAL MORTGAGE BANK, as Secured Party, and by RIVER PLACE, L.L.C., an Alabama limited liability company, as Debtor.

This financing statement covers all right, title and interest of Debtor in and to the following described real and other property, together with all substitutions for and all replacements, reversions and remainders of such property and all appurtenances and additions thereto, whether now owned or hereafter acquired by Debtor (collectively, the "Property");

(a) Land. The land described in Exhibit A attached hereto and made a part hereof, together with all estates and development rights now existing or hereafter acquired for use in connection therewith ("Land");

(b) Additional Land. All land that, from time to time, by supplemental deed or otherwise, may be expressly made subject to this Security Instrument, and all estates and development rights hereafter acquired by Debtor for use in connection with such land (also, the "Land");

(c) Improvements. All buildings, structures, improvements and fixtures now or hereafter erected or located on the Land ("Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Property and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof, and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Property and every part and parcel thereof, with all appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furnishing, building supplies and materials, and all other personal property of every kind and nature whatsoever owned by Debtor (or in which Debtor has or hereafter acquires an interest) and now or hereafter located upon, or appurtenant to, the Property or used or useable in the present or future operation and occupancy of the Property, along with all accessions, replacements, betterments, or substitutions of all or any portion thereof (collectively, "Personal Property");

(f) Leases and Rents. All leases, subleases, licenses and other agreements granting others the right to use or occupy all or any part of the Property together with all restatements, renewals, extensions, amendments and supplements thereto ("Leases"), now existing or hereafter entered into, and whether entered before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, and all of Debtor's right, title and

interest in the Leases, including, without limitation (i) all guarantees, letters of credit and any other credit support given by any tenant or guarantor in connection therewith ("Lease Guaranties"), (ii) all cash, notes, or security deposited thereunder to secure the performance by the tenants of their obligations thereunder ("Tenant Security Deposits"), (iii) all claims and rights to the payment of damages and other claims arising from any rejection by a tenant of its Lease under the Bankruptcy Code ("Bankruptcy Claims"), (iv) all of the landlord's rights in casualty or condemnation proceeds of a tenant in respect of the leased premises ("Tenant Claims"), (v) all rents, ground rents, additional rents, revenues, termination and similar payments, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Property (collectively with the Lease Guaranties, Tenant Security Deposits, Bankruptcy Claims and Tenant Claims, "Rents"), whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, (vi) all proceeds or streams of payment from the sale or other disposition of the Leases or disposition of any Rents, and (vii) the right to receive and apply the Rents to the payment of the Debt and to do all other things which Debtor or a lessor is or may become entitled to do under the Leases or with respect to the Rents;

(g) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(h) Insurance Proceeds. All proceeds of, and any unearned premiums on, any insurance policies covering the Property, including, without limitation, the exclusive right to receive and apply the proceeds of any claim awards, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in Taxes, including, without limitation, rebates as a result of tax certiorari or any other applications or proceedings for reduction;

(j) Operating Agreements. All contracts (including, without limitation, service, supply, maintenance and construction contracts), registrations, franchise agreements, permits, licenses (including, without limitation, liquor licenses, if any, to the fullest extent assignable by Debtor), plans and specifications, and other agreements, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property, or respecting any business or activity conducted by Debtor from the Property, and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, while an Event of Default remains uncured, to receive and collect any sums payable to Debtor thereunder (collectively, "Operating Agreements");

(k) Rate Cap Agreements. All interest rate cap agreements, swaps or other interest hedging agreements now or hereafter executed with respect to the Loan or to guard against interest rate exposure in connection with the Loan, if any;

(l) Intangibles. All accounts, escrows, chattel paper, claims, deposits, trade names, trademarks, service marks, logos, copyrights, books and records, goodwill, and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property (including, without limitation, the Operating Account and all reserves, escrows, deposit accounts and lockbox accounts established pursuant to the Loan Agreement), together with all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property from time to time held therein, and all proceeds, products, distributions, dividends or substitutions thereon or thereof;

(n) Rights to Conduct Legal Actions. The right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Secured Party in the Property and to appear in and defend any action or proceeding brought with respect to the Property;

(o) Proceeds. All proceeds and profits arising from the conversion, voluntary or involuntary, of any of the foregoing into cash (whether made in one payment or a stream of payments) and any liquidation claims applicable thereto; and

(p) Rights. Any and all other rights of Debtor in and to the items set forth in the foregoing subsections (a) through (o), inclusive, and in and to the Property.

This UCC-1 Financing Statement is filed in connection with a certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Security Instrument") in the principal sum of \$11,700,000.00 given by Debtor to Secured Party covering the estate of Debtor in the Property and intended to be duly recorded in the Official Records of Shelby County, Alabama. Capitalized terms not defined herein shall have the same meaning as set forth in the Security Instrument.