

20051014000536890 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
10/14/2005 10:50:51AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Dina Tiller (404) 584-1260
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Macey, Wilensky, Cohen, Wittner & Kessler, L.L.P. Suite 600, Marquis Two Tower 285 Peachtree Center Avenue, N.E. Atlanta, Georgia 30303-1229

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				
OR	1b. INDIVIDUAL'S LAST NAME Dido		FIRST NAME Apel	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 5351 Royal Woods Parkway		CITY Tucker	STATE GA	POSTAL CODE 30084 COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	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 Durukan		FIRST NAME Omer	MIDDLE NAME Sami SUFFIX
2c. MAILING ADDRESS 5351 Royal Woods Parkway		CITY Tucker	STATE GA	POSTAL CODE 30084 COUNTRY USA
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 United Americas Bank, N.A.				
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS 3789 Roswell Road		CITY Atlanta	STATE GA	POSTAL CODE 30342-4429 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

The types or items of collateral covered by this financing statement are described in EXHIBIT "B", attached hereto and made a part hereof by reference, and are located on the real property described in EXHIBIT "A" attached hereto and by this reference made a part hereof.

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 3483-63						

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

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

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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

OR

9b. INDIVIDUAL'S LAST NAME

Dido

FIRST NAME

Apel

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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 ☐ ASSIGNOR 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" attached hereto and by
this reference made a part hereof.

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

16. Additional collateral description:

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

Debtor is a ☐ 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

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

EXHIBIT "A"

Legal Description

Lot 4B, according to the Resurvey of Lot 4, Riverchase East, First Sector, as recorded in Map Book 7, page 71, in the Probate Office of Shelby County, Alabama, as depicted on that certain Closing Survey prepared by Laurence D. Weygand, Reg. P.E.-LS #10373, Alabama Licensed land Surveyors, dated September 14, 2005, Order No. 29404, as recorded in Map Volume 7, page 71 in the Office of the Judge of Probate, Shelby County, Alabama.



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EXHIBIT "B"

Collateral

Capitalized terms used herein and not defined herein shall have the same meanings ascribed to such terms in the Security Agreement.

1. The Collateral consists of all buildings, structures, personal property, fixtures, equipment, furniture, furnishings, appliances, appurtenances, and improvements (as described herein) (hereinafter referred to collectively as the "Premises") of every nature whatsoever now or hereafter situated on the land or those certain tracts or parcels of land lying and being in Shelby County, Alabama, and being more particularly described in **EXHIBIT "A"**
2. " attached hereto and incorporated herein (the "Land"), including, without limitation, those particularly described items of property listed in subparts (a) and (b) below, and all gas and electric fixtures, radiators, heaters, engines and machinery boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles (excluding Debtor's personal automobiles and other personal property of Debtor's that is of a domestic, household, or consumer nature and is not permanently affixed to the Land or improvements, if any), building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever, now or hereafter owned by Debtor and located in, on or about or used or intended to be used with or in connection with the use, operation or enjoyment of the Premises (including any furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property that Debtor stores off of the Land), including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Debtor in and to any such furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Debtor or on behalf of Debtor; all tradenames, trademarks, servicemarks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Premises or any part thereof, now or hereafter acquired by Debtor; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises and between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Agreement.

(a) That certain 7.5 ton bridge crane of Deshazo make, model # 3-326794-4c, serial # L4-61408.

(b) That certain 4 ton Hitachi hoist crane serial # K898965006.

The location of the above-described collateral is also the location of the Land;

3. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on, under or above the Land or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;
4. All income, rents, issues, profits and revenues of the Premises from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Debtor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same; reserving only the right to Debtor to collect the same so long as Debtor is not in default hereunder;
5. All and any unexpired warranties, guarantees, and indemnities with respect to any or all of the foregoing;
6. All monies and proceeds derived from the Premises, apparatus, chattels, fixtures, building(s), structures, improvements, or leases, tenant contracts, rental agreements, other contracts, licenses, permits, rents issues, and profits, including but not limited to all rents, refunds, rebates, tenant reimbursements, condemnation awards, and the proceeds of the sale of, insurance on, or other borrowings secured in whole or in part by any of the Premises, apparatus, chattels, fixtures, building(s), structures, improvements, or leases, tenant contracts, rental agreements, other contracts, licenses, permits, rents, issues and profits;
7. Each contract or agreement for or affecting the existing or proposed construction and equipping of the improvements located or to be located on the Premises, together with all rights, title and interest of Debtor in and to any existing or future changes, extensions, divisions, modifications, guaranties of performance or warranties of any kind thereunder;
8. All plans and specifications, working drawings and papers, plot plans and surveys, and building permits, relating to the Property and the construction and equipping of the improvements on the Premises;
9. All monies, profits, securities, and other property of any kind, now or at any time or times hereafter, in the possession or under the control of or assigned or hypothecated to Secured Party for any purpose or a bailee of Secured Party, including, but not limited to, balances, credits, deposits, accounts, items and monies of Debtor now or hereafter with Secured Party and all dividends and distributions on, rights in connection with, and proceeds of any such property;
10. All accessions to, substitutions for, additions to, and all replacements, products and cash and non-cash proceeds of the above, including, without limitation, proceeds of and unearned premiums with respect to insurance policies insuring any of the Collateral, and any inventory of Debtor now or hereafter acquired with proceeds of the above;
11. All books and records (including, without limitation, customer lists, credit files, computer programs, print-outs, and other computer materials and records) of Debtor pertaining to any of the above;
12. All general intangibles; and
13. All proceeds of the foregoing.