

20051121000606610 1/13 \$51.00  
Shelby Cnty Judge of Probate, AL  
11/21/2005 02:49:53PM 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)

**THACHER PROFFITT & WOOD  
TWO WORLD FINANCIAL CENTER  
NEW YORK, NY 10281  
ATTENTION: DAVID S. HALL, ESQ.**

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

**KC PROPCO, LLC**

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

c/o Knowledge Learning Corp, 650 N.E. Holladay St., Ste 1400

CITY

Portland

STATE

OR

POSTAL CODE

97232

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

Limited Liability Company

1f. JURISDICTION OF ORGANIZATION

Delaware

1g. ORGANIZATIONAL ID #, if any

3644952.

☐ 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. SEE INSTRUCTIONS

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

**Mortgage Electronic Registration Systems, Inc.**

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P.O. Box 2300

CITY

Flint

STATE

MI

POSTAL CODE

48501-2300

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

**See Rider 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. ☒ 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

TPW# 18960-00324 MERS MIN: 8000101-0000002033-8 Filing Office: SHELBY, AL

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)



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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

**KC PROPCO, LLC**

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS:

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. TAXID#: 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 made a part hereof.**

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

**RIDER A TO UCC**

  
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Debtor:  
KC PROPCO, LLC, a Delaware limited  
liability company

Secured Party:  
Mortgage Electronic Registration  
Systems, Inc, as nominee for Bank of  
America

All rights, interests and estates now owned, or hereafter acquired by Debtor in, to or under the following (collectively, the **"Property"**):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the **"Land"**);

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Mortgage, Assignment of Leases and Rents, and Security Agreement (the **"Security Instrument"**);

(c) Improvements. The buildings, structures, fixtures, pads, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the **"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 Land and the Improvements and the reversions 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, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and

the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the **"Personal Property"**), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the **"Uniform Commercial Code"**), and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, licenses, concessions and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into whether before or after the filing by or against Debtor of any petition for relief under Title 11 U.S.C.A § 101 et seq. and the regulations adopted and promulgated thereto (as the same may be amended from time to time, the **"Bankruptcy Code"**) (collectively, the **"Leases"**) and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the **"Rents"**) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. All Insurance Proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(h) Condemnation Awards. All Awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of Condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, 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;

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

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

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records 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 Reserve Accounts, the Lockbox Account, the Cash Management Account and all accounts established pursuant to Article 10 of the Loan Agreement together with all deposits or wire transfers made to the Lockbox Account and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(n) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(o) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (n) above.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Instrument.



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Parcel 1:

To reach a point of beginning, begin at the Northeast corner of Section 16, T 17, R 16, Autauga County, Alabama; thence, South along the section line a distance of 100.6 feet to a point on the South right of way of U.S. Highway 82; thence South 89° 03' West along the said right of way, a distance of 33.6 feet; thence South 2° 26' East a distance of 277.1 feet to the point of beginning. Thence, South 87° 51' West a distance of 200 feet to a point; thence, South 2° 26' East a distance of 75 feet; thence, North 87° 51' East a distance of 200 feet to a point; thence North 2° 26' West and along Davis Street, a distance of 75 feet to the point of beginning.


Parcel 2:

Commencing at the Northeast corner of Section 16, Township 17-N, Range 16-E; thence South, 100.6 feet to the South right of way line of U.S. Highway 82 (East Main Street in the City of Prattville); thence S 89° 03' W along said line 33.6 feet; thence S 02° 26' E, 277.1 feet; thence S 87° 51' W, 200.0 feet to the point of beginning; thence S 87° 5' W 100.0 feet; thence S 02° 26' W, 75.0 feet; thence N 87° 51' E, 100.0 feet; thence N 02° 26' W, 75.0 feet to the point of beginning.

Said land lying in the NE ¼ of the NE ¼ of Section 16, Township 17-N, Range 16-E, Autauga County, Alabama.

# 1

Center 300021  
750 Loder Street  
AL

  
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**Lot B, according to the Map of Buckboard Plat No. 2, as said Map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 26, at Page 62.**

**# 2**

Center 300065  
3025 Buckboard Road  
AL



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**Lot 1, Hillcrest Park, according to plat thereof recorded in Map Book 35 page 103 of the records in the office of the Judge of Probate, Mobile County, Alabama.**

**# 4**

Center 300818  
2258 Hillcrest Road  
AL



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Lot 10, according to the Survey of Meadow Brook Corporate Park South Phase II, as recorded in Map Book 12, Pages 10 A & B,  
in the Probate Office of Shelby County, Alabama.

# 5

Center 301261  
1700 Corporate Drive  
AL



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Lot 1, according to the Survey of Kim Subdivision, as recorded in Map Book 158, page 12, in the Probate Office of Jefferson County, Alabama.

# 6

Center 301334  
3160 Old Columbiana Road  
AL



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Lot 11, according to the Survey of South Park, as recorded in Map Book 20, Page 100, in the Probate Office of Shelby County, Alabama

Also described as follows:

Legal description of East portion of Lot 11, Southpark as recorded in Map Book 20, Page 100, in the Office of the Probate Judge of Shelby County, Alabama

Part of the NW 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West; thence run North 87°40'12" West 973.32 feet to a point; thence turn an angle to the left of 93°43'45" and run South 01°23'57" West for 663.70 feet; thence turn an angle to the right of 90°00'00" and run South 88°36'03" West for 30.00 feet; thence turn an angle to the left of 90°02'35", record, 90°01'50", measured and run South 01°25'47" East for 215.58 feet to a point, said point being the beginning of a curve to the left, said curve subtending a central angle of 00°52'05" and having a radius of 1447.24 feet; thence run along the arc of said curve for 21.93 feet to the corner of said Lot 11, of said Southpark and the point of beginning; thence turn an angle to the left of 85°53'54.5" to the chord of said curve and run North 90°00'00" East for 276.70 feet to a point, said point being the Northeastern corner of said Lot 11, Southpark and also being a point on the Westerly line of Lot 2 of Sunlink Subdivision as recorded in Map Book 14, Page 25, in the Office of the Probate Judge of Shelby County, Alabama; thence turn an angle to the right of 90°00'00" and run South 00°00'00" West for 200.0 feet along the Westerly line of said Lot 2 of said Sunlink Subdivision and the Easterly line of said Lot 11 of Southpark to the Southeast corner of said Lot 11, Southpark; thence 90°00'00" right and run North 90°00'00" West for 267.70 feet to a point, said point being on the Easterly right of way line of Southpark Drive; thence turn an angle to the right of 92°50'29" and run North 87°09'31" West along the Easterly right of way line of said Southpark Drive for 5.62 feet to a point, said point being on a curve to the left, said curve subtending a central angle of 08°44'48" and having a radius of 678.79 feet; thence run along the arc of said curve and along the Easterly right of way line of Southpark Drive for 103.62 feet to the end of said curve, said point being the beginning of a curve to the right, said curve subtending a central angle of 03°36'27" and having a radius of 1447.24 feet; thence run along the arc of said curve and along the Easterly right of way line of Southpark Drive for 91.12 feet to the point of beginning

Legal description of West portion of Lot 11, Southpark as recorded in Map Book 20, Page 100, in the Office of the Probate Judge of Shelby County, Alabama.

Part of the NW 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West; thence run North 87°40'12" West 973.32 feet to a point; thence turn an angle to the left of 93°43'45" and run South 01°23'57" West for 663.70 feet; thence turn an angle to the right of 90°00'00" and run South 88°36'03" West for 30.00 feet; thence turn an angle to the left of 90°02'35", record, 90°01'50", measured, and run South 01°25'47" East for 215.58 feet to a point, said point being the beginning of a curve to the left, said curve subtending a central angle of 00°52'05" and having a radius of 1447.24 feet; thence run along the arc of said curve for 21.93 feet to the corner of said Lot 11, of said Southpark; thence turn an angle to the left of 85°53'54.5" to the chord of said curve and run North 90°00'00" East for 276.70 feet to a point, said point being the Northeastern corner of said Lot 11, Southpark and also being a point on the Westerly line of Lot 2 of Sunlink Subdivision as recorded in Map Book 14, Page 25, in the Office of the Probate Judge of Shelby County, Alabama; thence turn an angle to the right of 90°00'00" and run South 00°00'00" West for 200.0 feet along the Westerly line of said Lot 2 of Sunlink Subdivision and the Easterly line of said Lot 11 of Southpark to the Southeast corner of said Lot 11, Southpark; thence 90°00'00" right and run North 90°00'00" West for 267.70 feet to a point, said point being on the Easterly right of way line of Southpark Drive; thence turn an angle to the right of 02°50'29" and run North 02°50'29" West for 50.35 feet to a point on the Westerly right of way line of Southpark Drive and to the point of beginning; thence turn an angle to the left of 90°00'00" and run South 87°09'31" East along the Westerly right of way line of said Southpark Drive for 14.35 feet to a point; said point being on a curve to the right; said curve subtending a central angle of 66°48'11" and having a radius of 25.00 feet, thence run along the arc of said curve and along the Westerly right of way line of said Southpark Drive for 29.15 feet to a point, said point being on the Easterly right of way line of U.S. Highway 31 South, and said point being on a curve to the left, said curve subtending a central angle of 02°16'54" and having a radius of 5881.31 feet; thence turn an angle to the right of 146°35'54.5" to the chord of said curve and run along the arc of said curve and



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- along the Easterly right of way line of U.S Highway 31 South for 234 21 feet to a point; thence turn an angle to the right from the chord of said curve of  $88^{\circ}38'25''$  and run North  $00^{\circ}01'21''$  East for 2.28 feet to a point on the Westerly right of way line of Southpark Drive, said point being on a curve to the left, said curve subtending a central angle of  $03^{\circ}41'07''$  and having a radius of 1479 24 feet; thence turn  $85^{\circ}56'14 5''$  right to the chord of said curve and run along the arc of said curve and along the Westerly right of way line of said Southpark Drive for 96 30 feet to a point, said point being on a curve to the left, said curve subtending a central angle of  $08^{\circ}44'48''$  and having a radius of 628 79 feet; thence run along the arc of said curve and along the Westerly right of way line of said Southpark Drive for 95 99 feet to the end of said curve; thence run South  $87^{\circ}09'31''$  East for 5 67 feet to the point of beginning

# 7

Center 301522  
1820 Southpark Drive  
AL



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Commence at the Northwest Corner of Section 29, T16N, R19E, Montgomery County, Alabama and run N90°00'00"E, 3,784.87 feet; thence run S00°00'00"E, 322.58 feet to a point of tangency on the North Right of Way of Halcyon Park Drive as recorded in the Office of the Judge of Probate, Montgomery County, Alabama in Plat Book 36 at Page 9, thence run along said North Right of Way N79°39'23"E, 76.27 feet to the point of beginning; thence from said point of beginning, leaving said North Right of Way, run N18°27'24"E, 422.83 feet; thence run S58°21'23"E, 277.02 feet; thence run S18°31'16"West 254.35 feet to a point in a curve on the North Right of Way of Halcyon Park Drive; thence run along said North Right of Way along a curve (concave southerly) the chord being N86°44'11"W, 159.57 feet to a point of tangency; thence continue along said North Right of Way of Halcyon Park Drive S79°39'23"W, 131.73 feet to the point of beginning.

Above described property lying in the Northeast  $\frac{1}{4}$  of Section 29, T16N, R19E, Montgomery County, Alabama and containing 2.01 acres more or less.

# 8

Center 302500  
6955 Halcyon Park  
AL