

20060105000007340 1/6 \$36.00  
Shelby Cnty Judge of Probate, AL  
01/05/2006 08:07:05AM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Heyward C. Hosch (205)244-5200

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Heyward C. Hosch  
Walston, Wells & Birchall, LLP  
P.O. Box 830642  
Birmingham, AL 35283

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

Hilltop Montessori School, Inc.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

112 Olmsted Street

CITY

Birmingham

STATE

AL

POSTAL CODE

35242

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

corporation

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

AmSouth Leasing Corporation

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

1900 5th Avenue North, 12 Floor

CITY

Birmingham

STATE

AL

POSTAL CODE

35203

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

The properties and interests in properties described on Schedule I attached hereto and made a part hereof, which properties and interest in properties are covered by that certain Mortgage, Assignment of Leases and Security Agreement dated as of September 1, 2005 from the Debtor to the Secured Party and recorded in the office of the Judge of Probate of Shelby County, Alabama.

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



Pursuant to Mortgage, Assignment of Leases and Security Agreement dated as of September 1, 2005 from Debtor to Secured Party (capitalized terms used herein without definition having the same meanings as assigned in said Mortgage), the Debtor has granted, bargained, sold and conveyed unto the Secured Party, its successors and assigns, the property and interests in property described in the following Granting Clauses A through J both inclusive, and granted to the Secured Party a security interest in said property and interests in property:

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Project Site") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Project");
- B. All permits, easements, licenses, rights-of-way, contracts, appurtenances, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Project Site or the Project;
- C. The leasehold estate and interests of the Debtor in and to the Project Site under the Financing and Lease Agreement, together with all right, title and interest of the Debtor in and to all buildings, structures, improvements and fixtures now or hereafter located upon the Project Site, together with all right, title and interest of the Debtor in and to all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges, and immunities pertaining or applicable to the Project Site and interest therein, together with all right, title and interest of the Debtor in and to (i) all other rights, titles and privileges under the Financing and Lease Agreement, and (ii) all modifications, extensions and renewals of the Financing and Lease Agreement and (iii) all other, further or additional title, estate, options, privileges, interest or rights which the Debtor may now or hereafter acquire in and to the Project Site;
- D.
  - (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Project Site or the Project with respect to which the Debtor is the Secured Party, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Project Site or the Project (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter individually referred to as a "Lease", and collectively referred to as the "Leases");
  - (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
  - (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Project Site or any of the Project, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Project Site or the Project, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Project Site or any of the Project, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, the Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and



(iv) any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Debtor hereby appoints the Secured Party as the Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment;

- E. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, the Project, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Project;
- F. The Personal Property (as defined in the Financing and Lease Agreement) and any and all other personal property of every kind and nature owned by the Debtor now or at any time hereafter located on the Project Site or in the Project, including without limitation, all equipment, furniture, desks, chairs, book cases, shelving, computers, computer equipment, electronic equipment, private telephone systems, paging and public address systems, intercoms, books, audio-visual equipment and tools and equipment used in the maintenance and upkeep of the Project Site, the Project and any other Property;
- G. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor;
- H. Each and every policy of hazard insurance now or hereafter in effect which insures the Property (but, in the case of blanket policies, only to the extent that such policy is applicable to the Property), or any part thereof (including without limitation the Personal Property and Project, or any part thereof), together with all right, title and interest of the Debtor in and to each and every such policy (but, in the case of blanket policies, only to the extent that such policy is applicable to the Property), including, but not limited to, all the Debtor's right, title and interest in and to any premiums paid on each such policy (but, in the case of blanket policies, only to the extent that such premiums are applicable to the Property), including all rights to return premiums;
- I. Any and all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Debtor with respect to the Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade or of any street or (c) any other injury to or decrease in value of the Property;
- J. All rights, title and interest (including without limitation fee simple title), estate, options, privileges, interests or rights which the Mortgagor may acquire in and to the "Additional Conveyance Property" as described in the Development Agreement.

All of the property and interests in property described in the foregoing Granting Clauses A through J, both inclusive, being herein sometimes collectively called the "Property" and the personal property described in Granting Clause E, F and G and all other personal property covered by this Mortgage being herein sometimes collectively called the "Personal Property";

SUBJECT, HOWEVER, to the liens, easements, rights-of-way and other exceptions described on Exhibit C to the Mortgage ("Permitted Exceptions");

TO HAVE AND TO HOLD the Property unto the Secured Party, its successors and assigns forever.



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EXHIBIT A


[ Legal Description of the Project Site ]



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## Hilltop Montessori School – Net Remaining Property Legal Description

State of Alabama  
Shelby County

  
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A parcel of land situated in the West  $\frac{1}{2}$  of the N.E.  $\frac{1}{4}$  of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the S.W.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of Section 3, Township 19 South, Range 1 West and run in an Easterly direction along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 289.85 feet to the POINT OF BEGINNING; thence turn an angle of  $97^{\circ}34'28''$  to the right and run in a Southwesterly direction a distance of 136.73 feet to the Northeast corner of the Clear Springs Baptist Church Parcel as recorded in the Shelby County Probate Office instrument number 2001-45087; thence continue along the last described course, and along the Eastern boundary line of said Clear Springs Baptist Church Parcel a distance of 349.96 feet to the Southeast corner of said parcel; thence leaving said Clear Springs Baptist Church Parcel boundary line continue along the last described course a distance of 50.17 feet; thence turn an angle of  $69^{\circ}25'28''$  to the left and run in a Southeasterly direction a distance of 160.07 feet; thence turn an angle of  $96^{\circ}02'48''$  to the left and run in a Northeasterly direction a distance of 61.14 feet; thence turn an angle of  $5^{\circ}34'37''$  to the right and run in a Northeasterly direction a distance of 56.79 feet; thence turn an angle of  $24^{\circ}17'24''$  to the right and run in a Northeasterly direction a distance of 27.65 feet; thence turn an angle of  $7^{\circ}28'10''$  to the right and run in a Northeasterly direction a distance of 59.57 feet; thence turn an angle of  $33^{\circ}30'59''$  to the left and run in a Northeasterly direction a distance of 88.91 feet; thence turn an angle of  $12^{\circ}16'22''$  to the right and run in a Northeasterly direction a distance of 138.18 feet; thence turn an angle of  $66^{\circ}36'04''$  to the right and run in a Southeasterly direction a distance of 72.27 feet; thence turn an angle of  $104^{\circ}47'49''$  to the left and run in a Northerly direction a distance of 283.31 feet; thence turn an angle of  $90^{\circ}00'00''$  to the left and run in a Westerly direction a distance of 386.29 feet to the POINT OF BEGINNING.

Said parcel containing 4.27 acres, more or less.