

20060111000019630 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
01/11/2006 03:22:15PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

James F. Burford, III 205-822-3433

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

James F. Burford, III
Attorney at Law
1318 Alford Avenue, Suite 101
Birmingham, AL 35226

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

Lexington Parc Development, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

4880 Vallevdale Road

Birmingham

AL

35242

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

Alabama

☐ 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

Union State Bank

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2200 Lakeshore Drive

Birmingham

AL

35209

USA

4. This FINANCING STATEMENT covers the following collateral:

See attached Exhibits A and B attached hereto and incorporated by reference herein.

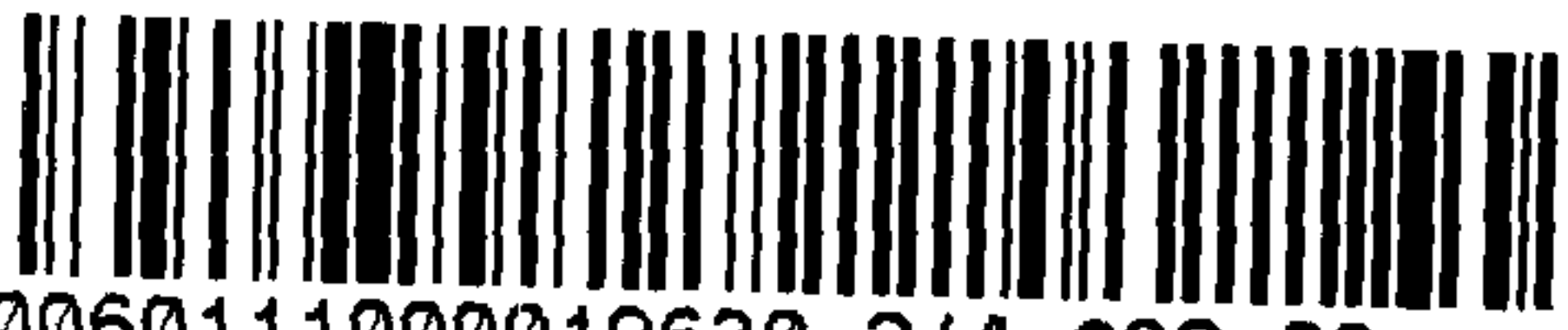
5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

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) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

EXHIBIT A
DESCRIPTION OF COLLATERAL


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- (a) The Real Estate, together with all improvements, structures, buildings and fixtures now or hereafter situated thereon or therein (the "Improvements").
- (b) All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- (c)
 - (1) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which Borrower is the lessor, including, but not limited to any existing leases (the "Existing Leases"), any and all extensions, modifications, amendments and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including, but not limited to, subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, including, but not limited to, the Existing Leases, being hereinafter referred to, collectively, as the "Leases");
 - (2) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
 - (3) 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 Borrower 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 Real Estate or any of the Improvements, 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 Real Estate or the Improvements, together with any and all rights and claims of any kind that Borrower may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, 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, Borrower shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

- (4) any award, dividend or other payment made hereafter to Borrower 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. Borrower hereby appoints Lender as Borrower's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.
- (d) All materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by Borrower for the purpose of, or used or useful in connection with, the Real Estate or the Improvements, 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, 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 Real Estate or the Improvements.
- (e) All proceeds (including, but not limited to, insurance proceeds) and products of any of the foregoing, or any part thereof.
- (f) 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 Lender, or in which Lender is granted a security interest, as and for additional security hereunder by Borrower, or by anyone on behalf of, or with the written consent of, Borrower.

The term "Real Estate" as used in this Exhibit A is described in Exhibit B, attached hereto and incorporated herein by this reference.



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EXHIBIT B

A parcel of land lying in Section 2, Township 22 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" iron rod found in place at the SE corner of said Section 2 and run N 00°11'16" E for a distance of 1467.70 feet to a 1" crimp pipe found in place at the NE Corner of a parcel of land recorded in Instrument No. 2004400171050 in the Office of the Judge of Probate in said county; thence N 89°42'24" W for a distance of 900.13 feet to 5/8" rebar found in place and the Point of Beginning; thence S 00°11'24" W for a distance of 556.44 feet to a capped rebar (illegible) found in place; thence N 89°28'13" W for a distance of 1465.57 feet to a point; thence N 00°31'47" E for a distance of 550.45 feet to a point on the south line of Ammersee Lake Subdivision as recorded in Plat book 28 on Page 98 in said Probate Office of Shelby County; thence S 89°42'16" E along said south line for a distance of 1462.28 feet to the Point of Beginning. [REDACTED]



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