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Shelby Cnty Judge of Probate, AL  
02/09/2006 12:43:42PM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Karren Underwood 205-250-8400

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Najjar Denaburg, P.C.  
2125 Morris Avenue  
Birmingham, AL 35203

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

Shiloh Creek, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

5196 Lake Crest Circle

CITY

Hoover

STATE

AL

POSTAL CODE

35226

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

Limited Liability Co.

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 Bank

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

1900 Fifth Avenue North

CITY

Birmingham

STATE

AL

POSTAL CODE

35203

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

The property described on Schedule "I" attached hereto and incorporated herein by this reference.

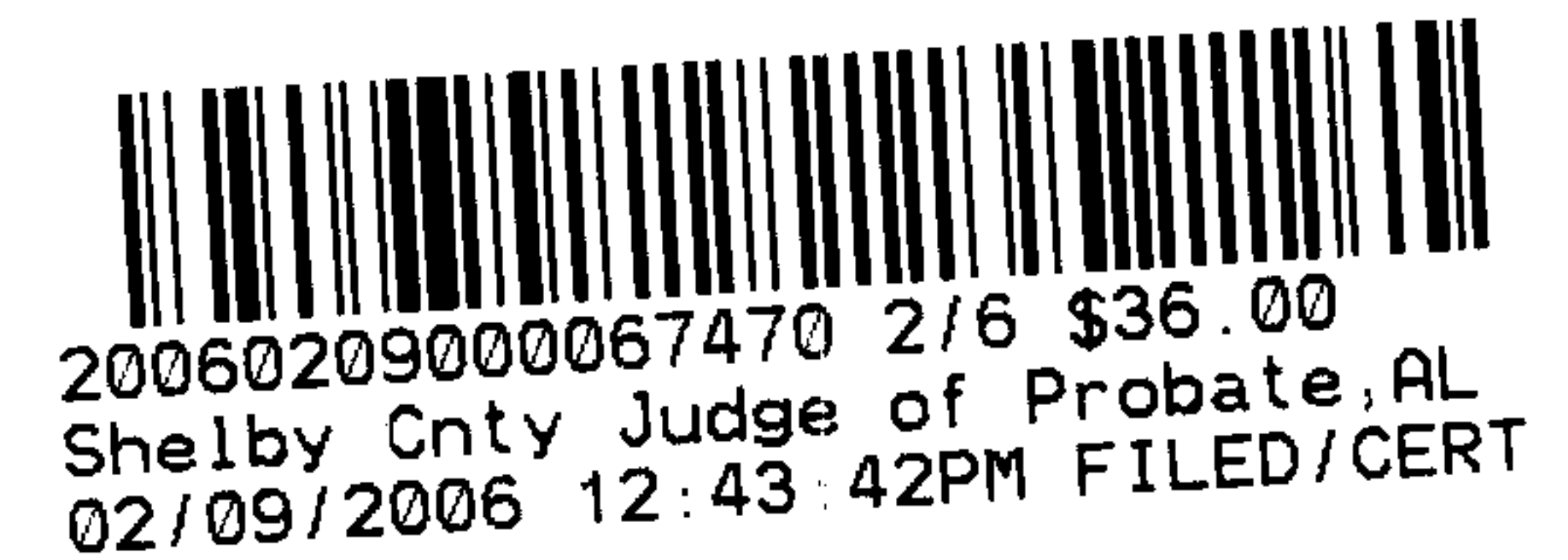
5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING  
6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2  
8. OPTIONAL FILER REFERENCE DATA



SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)



Debtor/Mortgagor: Shiloh Creek, LLC

Secured Party/Mortgagee: AmSouth Bank

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The following (hereinafter "Mortgaged Property"):

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- d) Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.
- e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, 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 Mortgaged Property (all such leases,



subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

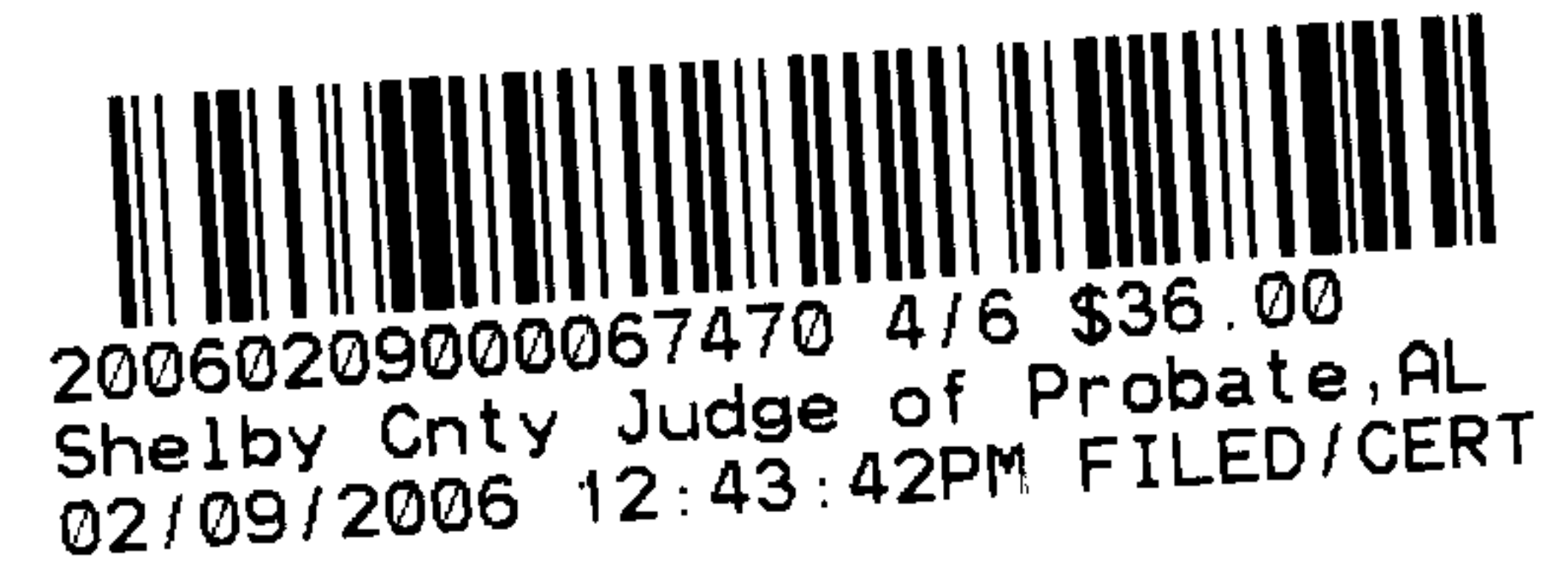
g) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property 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 Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (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 Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

h) Together with any award, dividend or other payment made hereafter to the Mortgagor 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. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.





## EXHIBIT "A"

### PARCEL II:

The North 1/2 of the NW 1/4 of the NE 1/4, Section 10, Township 24 North, Range 13 East, Shelby County, Alabama.

### PARCEL III:

From the Northwest corner of the Northeast 1/4 of the Northeast 1/4, Section 10, Township 24 North, Range 13 West, Shelby County, Alabama, as beginning point, run along the North 1/4 - 1/4 Section line South 89°38'02" East 658.85 feet; thence South 00°15'59" West 908.51 feet; thence North 89°40'45" West 965.06 feet; thence North 00°15'23" West 243.02 feet; thence South 89°40'49" East 307.55 feet; thence North 00°20'30" East 666.01 feet back to the point of beginning.

### PARCEL V:

Commence at the Southeast corner of the NE 1/4 of the NE 1/4 of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama; thence run North along the East line of said Section 10, a distance of 210.0 feet to the point of beginning; thence continue along the last described course a distance of 420.0 feet; thence turn left 90°00' and run West a distance of 420.0 feet; thence turn left 90°00' and run South a distance of 420.0 feet; thence turn left 90°00' and run East a distance of 420.0 feet to the point of beginning.

From the Southeast corner of the Northeast 1/4 of the Northeast 1/4, Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, as beginning point, run along the South 1/4 - 1/4 Section line South 89°58'03" West 1,305.48 feet; thence North 00°59'50" West 19.36 feet; thence North 89°25'26" West 316.02 feet; thence North 00°15'23" West 409.28 feet; thence South 89°40'45" East 965.06 feet; thence North 00°15'59" East 243.01 feet; thence South 89°40'43" East 659.72 feet; thence South 00°11'29" West 34.98 feet; thence North 89°48'31" West 420.0 feet; thence South 00°11'29" West 420.00 feet; thence South 89°48'31" East 420.00 feet; thence South 00°11'29" West 210.0 feet, back to the beginning point.

### LESS AND EXCEPT:

From the Northeast corner of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, run along the North Section line North 89°38'02" West for 1,317.7 feet; thence South 00°20'30" West 666.31 feet; thence North 89°40'49" West 307.55 feet; thence South 00°15'23" East 243.02 feet to the point of beginning of the parcel here described; from said point continue said course 409.28 feet; thence South 89°25'26" East 212.86 feet; thence North 00°15'17" West 410.23 feet; thence North 40°45' West 212.86 feet, back to the beginning.

From the Southeast corner of the NE 1/4 of the NE 1/4, Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, run South 89°58'03" West 898.48 feet to the beginning point of the parcel of land herein described; from said point continue said course 407.0 feet; thence North 00°59'50" West 430.13 feet; back to the beginning point.

CONTINUED:



Also, a 30 foot easement for ingress, egress and utilities across the following described property:

Begin at the SE corner of the NE 1/4 of NE 1/4 of Section 10, Township 24 North, Range 13 East; thence run South 89°58'03" West 898.48 feet; thence run Northerly parallel to the East line of said 1/4 - 1/4 Section a distance of 30 feet; thence run Easterly parallel with the South line of said 1/4 - 1/4 Section a distance of 898.48 feet to a point on the East line of said 1/4 - 1/4 Section; thence run Southerly 30 feet to point of beginning.

**PARCEL VI:**

From the Southwest corner of the N 1/2 of the Southwest 1/4 of the Northeast 1/4, Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, as beginning point, run along the South line of said 1/2 - 1/4 - 1/4 Sections South 89°30'05" East 667.38 feet; thence North 00°35'01" East 343.09 feet; thence South 89°34'46" East 667.94 feet; thence North 00°40'35" East 340.63 feet; thence North 89°25'26" West 668.21 feet; thence South 00°15'23" East 19.36 feet; thence North 89°25'26" West 668.46 feet, back to beginning.

**PARCEL VII:**

From the Northeast corner of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, run along the North Section line North 89°38'02" West for 1,317.7 feet; thence South 00°20'30" West 666.31 feet; thence North 89°40'49" West 307.55 feet; thence South 00°15'23" East 243.02 feet to the point of beginning of the parcel here described; from said point continue said course 409.28 feet; thence South 89°25'26" East 212.86 feet; thence North 00°15'17" West 410.23 feet; thence North 40°45' West 212.86 feet, back to the beginning.

From the Southeast corner of the NE 1/4 of the NE 1/4, Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, run South 89°58'03" West 898.48 feet to the beginning point of the parcel of land herein described; from said point continue said course 407.0 feet; thence North 00°59'50" West 430.13 feet; thence South 89°40'45" East 407.0 feet; thence Southerly 427.6 feet back to the point of beginning.

Also, a 30 foot easement for ingress, egress and utilities across the following described property:

Begin at the SE corner of the NE 1/4 of NE 1/4 of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, thence run South 89°58'03" West 898.48 feet; thence run Northerly parallel to the East line of said 1/4 - 1/4 Section a distance of 30 feet; thence run Easterly parallel with the South line of said 1/4 - 1/4 Section a distance of 898.48 feet to a point on the East line of said 1/4 - 1/4 Section; thence run Southerly 30 feet to point of beginning.

**PARCEL VIII:**

The NE 1/4 of the NE 1/4 of the NE 1/4 of Section 10, Township 24 North, Range 13 East, more or less, situated in Shelby County, Alabama.

CONTINUED:





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**PARCEL IX:**

From the Northwest corner of the South 1/2 of the Northwest 1/4 of the Northeast 1/4, Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, as beginning point, run along the North line of said 1/2 - 1/4 - 1/4 Sections South 89°40'49" East 1,011.89 feet; thence 00°15'23" East 652.30 feet; thence North 89°25'26" West 352.19 feet; thence South 00°15'23" East 19.36 feet; thence North 89°25'26" West 668.46 feet; thence North 00°29'28" East 667.07 feet, back to the beginning point.

**PARCEL X:**

From the Southeast corner of the Southwest 1/4 of the Northeast 1/4, Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, as beginning point, run along the South 1/4 - 1/4 Section line North 89°34'46" West 666.31 feet; thence North 00°35'01" East 1,009.27 feet; thence South 89°34'46" East 667.94 feet; thence South 00°40'35" West 1,009.27 feet, back to the beginning point.

**LESS AND EXCEPT:**

From the Southeast corner of the Southwest 1/4 of the Northeast 1/4, Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, run West for 666.31 feet; thence run North for 799.27 feet to the beginning point of the parcel of land here described; from said point continue said course 210.0 feet; thence run East for 420.0 feet; thence run South for 210.0 feet; thence run West for 420.0 feet, back to the beginning point.

**PARCEL XI:**

From the Southeast corner of the Southwest 1/4 of the Northeast 1/4, Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, run West for 666.31 feet; thence run North for 799.27 feet to the beginning point of the parcel of land here described; from said point continue said course 210.0 feet; thence run East for 420.0 feet; thence run South for 210.0 feet; thence run West for 420.0 feet, back to the beginning point.

**PARCEL XII:**

The NW 1/4 of the SE 1/4 of Section 10, Township 24, Range 13 East and the East 1/2 of the NE 1/4 of the SW 1/4 of Section 10, Township 24, Range 13 East, situated in Shelby County, Alabama.