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Shelby Cnty Judge of Probate, AL
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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] S. Mark Burr 770.619.3950
B. SEND ACKNOWLEDGMENT TO: (Name and Address) S. Mark Burr, Esq. Law Offices of S. Mark Burr, P.C. 4005 Nine McFarland Drive Suite 150 Alpharetta, Georgia 30004

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 2801 Riverview, LLC			
OR			
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1049 Powers Ferry Road Atlanta GA 30067 USA			
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Georgia
		1g. ORGANIZATIONAL ID #, if any 0141670 <input type="checkbox"/> 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			
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 <input type="checkbox"/> 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 Colonial Bank, N.A.			
OR			
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 390 W. Crogan Street Lawrenceville GA 30045 USA			

4. This FINANCING STATEMENT covers the following collateral:

All property of Debtor described on Exhibit "B" attached hereto and located on, in or used in connection with the real property described on Exhibit "A" attached hereto and all improvements and fixtures thereon.

5. ALTERNATIVE DESIGNATION [if applicable]	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> 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]		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA 1001.10181						

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

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT			
OR	9a. ORGANIZATION'S NAME 2801 Riverview, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> name (11a or 11b) - do not abbreviate or combine names				
OR	11a. ORGANIZATION'S NAME			
	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 <input type="checkbox"/> NONE

12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S <u>or</u> <input type="checkbox"/> ASSIGNOR S/P'S NAME - insert only <u>one</u> name (12a or 12b)				
OR	12a. ORGANIZATION'S NAME			
	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.

16. Additional collateral description:

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

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

Exhibit A

Legal Description of Land

Lot 2B, Cahaba River Park First Addition – Phase II, as recorded in Map Book 32, Page 77 in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of said Lot 2B, said point lying on the West line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, said point also being a common corner of Lot 1B, Cahaba River Park First Addition – Phase II, and lying on the Easterly line of Lot 16, Cahaba River Lake Estates First Sector, as recorded in Map Book 67, Page 13 in the Office of the Judge of Probate of Jefferson County, Alabama; thence North 90 degrees, 00 minutes, 00 seconds East along the common line of said Lot 2B and Lot 1B a distance of 240.00 feet to a found W.S. capped iron; thence South 39 degrees, 30 minutes, 23 seconds East along the common line of said Lot 2B and Lot 1B a distance of 508.99 feet to a found rebar, said point being the P.C. (Point of Curve) of a curve to the left having a radius of 377.38 feet, a central angle of 39 degrees, 05 minutes, 50 seconds and a chord bearing of South 59 degrees, 03 minutes, 18 seconds East; thence in a Southeasterly direction along the arc of said curve and along the common line of said Lot 2B and Lot 1B a distance of 257.51 feet to a found rebar; said point lying on a curve to the left having a radius of 75.00 feet, a central angle of 151 degrees, 28 minutes, 09 seconds and a chord bearing of South 89 degrees, 47 minutes, 47 seconds East; thence in a Southeasterly, Easterly, and Northeasterly direction along the arc of said curve and along the common line of said Lot 2B and Lot 1B a distance of 198.27 feet to a found rebar; thence North 81 degrees, 27 minutes, 42 seconds East along the common line of said Lot 2B and Lot 1B a distance of 185.70 feet to a found rebar, said point being the P.C. (Point of Curve) of a curve to the right having a radius of 197.54 feet, a central angle of 37 degrees, 15 minutes and a chord bearing of South 79 degrees, 54 minutes, 48 seconds East; thence in an Easterly and Southeasterly direction along the arc of said curve and along the common line of said Lot 2B and Lot 1B a distance of 128.43 feet to a found rebar being the P.T. (Point of Tangent) of said curve; thence tangent to said curve South 61 degrees, 17 minutes, 08 seconds East along the common line of said Lot 2B and Lot 1B a distance of 14.61 feet to a found rebar lying on the Northwestern right of way line of Riverview Road, said point also lying on a curve to the right having a radius of 3779.83 feet, a central angle of 1 degree, 29 minutes, 07 seconds and a chord bearing of South 29 degrees, 49 minutes, 50 seconds West; thence in a Southwesterly direction along the arc of said curve and said Northwestern right of way line a distance of 97.98 feet to a set W.S. capped iron being the P.T. (Point of Tangent) of said curve; thence tangent to said curve South 30 degrees, 34 minutes, 20 seconds West along said Northwestern right of way line a distance of 80.84 feet to a found rebar, being the P.C. (Point of Curve) of a curve to the right having a radius of 228.06 feet, a central angle of 53 degrees, 38 minutes, 30 seconds and chord bearing of South 57 degrees, 23 minutes, 35 seconds West; thence in a Southwesterly direction along the arc of said curve and said Northwestern right of way line a distance of 213.52 feet to a found rebar being the P.T. (Point of Tangent) of said curve; thence tangent to said curve South 84 degrees, 12 minutes, 50 seconds West along said Northwestern right of way line a distance of 95.62 feet to a found rebar, said point being the P.C. (Point of Curve) of a curve to the left having a radius of 499.28 feet, a central angle of 27 degrees, 06 minutes, 30 seconds and chord bearing of South 70 degrees, 39 minutes, 35 seconds West; thence in a Southwesterly direction along the arc of said curve and along said Northwestern right of way line a distance of 236.22 feet to a found rebar being the P.T. (Point of Tangent) of said curve; thence tangent to said curve South 57 degrees, 06 minutes, 20 seconds West along said Northwestern right of way line a distance of 565.19 feet to a found rebar, being the P.C. (Point of Curve) of a curve to the right having a radius of 256.63 feet, a central angle of 43 degrees, 19 minutes, 57 seconds and a chord bearing of South 78 degrees, 46 minutes, 18 seconds West;

SEE ATTACHED PAGE 2 FOR CONTINUATION OF LEGAL DESCRIPTION:

Exhibit A

Legal Description of Land

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thence in a Southwesterly and Westerly direction along the arc of said curve and along the Northwesterly, Northerly and Northeasterly right of way line of said Riverview Road a distance of 194.09 feet to a found rebar, being the P.T. (Point of Tangent) of said curve; thence tangent to said curve North 79 degrees, 33 minutes, 43 seconds West along said Northeasterly right of way line a distance of 7.35 feet to a found rebar lying on the West line of the Northeast $\frac{1}{4}$ of said Section 35; thence North 00 degrees, 01 minute, 06 seconds East along the West line of said $\frac{1}{4}$ section, the West line of said Lot 2B and along the East line of Lots 26, 25, 24, 23, 22 and 21 of Cahaba River Lake Estates Second Sector, as recorded in Map Book 70, Page 43 in the Office of the Judge of Probate of Jefferson County, Alabama, and along the East line of the aforementioned Lot 16 of Cahaba River Lake Estates First Sector a distance of 1219.81 feet to a found W.S. capped iron and the point of beginning.

Being situated in Shelby County, Alabama.

EXHIBIT B
To
UCC FINANCING STATEMENT

DEBTOR: 2801 Riverview, LLC, a Georgia limited liability company

SECURED PARTY: Colonial Bank, N.A., a national banking association

Description of Collateral

(a) All tracts, pieces, or parcels of land more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land (the "Improvements"), and all gas and electric fixtures, radiators, heaters, engines, machinery, boilers, ranges, elevators, motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus that are or will be attached to the Improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, 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 construction, use, operation, or enjoyment of the Improvements, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land as between the parties hereto and all persons claiming by, through, or under Debtor and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by the Security Deed;

(c) All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by Debtor for the purpose of being used or useful in connection with the Improvements located or to be located on the Land, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to the Land or not, and whether in storage or otherwise, wheresoever the same might be located, including, but without limitation, all lumber and lumber products, bricks, building stones, and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, washers, dryers, and in general all building materials and equipment of every kind and character used or useful in connection with said Improvements;

(d) 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 ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, appurtenances, reversions, and remainders whatsoever in any way belonging, relating, or appertaining to the Land 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;

(e) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land and the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases;

(f) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or hereafter to be received from third parties (including all earnest money deposits) or deposited by Debtor with third parties (including all utility deposits), contract rights, goodwill, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit, which arise from or relate to construction on the Land, to any business now or hereafter to be conducted on the Land, or to the Land and the Improvements generally;

(g) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard, or casualty insurance policies and all condemnation awards or payments now or hereafter to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements, or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud, or concealment of a material fact;

(h) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory; and

(i) All proceeds of, additions and accretions to, substitutions and replacements for, and any changes in any of the property described above.