



20060609000273400 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
06/09/2006 09:21:22AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Edsel F. Matthews, Jr., P.A. 850-432-1300

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Edsel F. Matthews, Jr., P.A.

308 S. Jefferson Street

Pensacola, FL 32502

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

Bazemore Properties, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

2310 Arriviste Way

CITY

Pensacola

STATE

FL

POSTAL CODE

32504

COUNTRY

US

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Limited Liability Compa

1f. JURISDICTION OF ORGANIZATION

Florida

1g. ORGANIZATIONAL ID #, if any

L04000054188

☐ 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

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

Regions Bank

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

50 Beverly Parkway

CITY

Pensacola

STATE

FL

POSTAL CODE

32505

COUNTRY

US

4. This FINANCING STATEMENT covers the following collateral:

See Attached Exhibit "A" and Legal Description

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

EXHIBIT "A" Description of Land

A part of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 21 South, Range 3 West, more particularly described as follows:

Begin at the Northwest corner of the Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of said Section 26 and run along said line North 89 degrees East 1,009.6 feet; thence run South 2 degrees, 20 minutes East 630.8 feet; thence run South 89 degrees West along North line of Douglas property 1,624.2 feet, more or less, to East right of way line of Siluria-Montevallo Highway; thence along said right of way North 30 degrees West 126.8 feet; thence continue along said right of way North 28 degrees, 30 minutes West 232.8 feet; thence continue along said right of way North 25 degrees, 30 minutes West 344 feet to North line of Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of said Section 26; thence run East along North line of last named forty to point of beginning;

EXCEPTING THAT PARCEL in Northwest corner sold to Paul Lee as described in Deed Book 195, Page 439, described as follows:

From the Northeast corner of Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 26, Township 21, Range 3 West, run West along North boundary of said Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 26, Township 21, Range 3 West for 612.92 feet for point of beginning of the land herein described; continue West along North boundary of the Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of said Section 26 for 220.2 feet, more or less, to East right of way of the Siluria-Montevallo Road; thence turn an angle of 109 degrees, 47 minutes to the left and run Southeasterly along the East right of way of the Siluria-Montevallo Road for 164.11 feet; thence turn an angle of 70 degrees, 13 minutes to the left and run in an East direction for 164.56 feet; thence turn an angle of 90 degrees to the left and run North for 154.45 feet, more or less, to point of beginning. This being a part of North $\frac{1}{2}$ of Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ Section 26, Township 21 South, Range 3 West.

NOW KNOWN AS:

Commence at an angle iron in place being the Northwest corner of the Northeast one-fourth of the Southeast one-fourth of Section 26, Township 21 South, Range 3 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 88° 40' 48" East along the North boundary of said quarter-quarter section for a distance of 1009.52 feet to a $\frac{1}{2}$ " rebar in place; thence proceed South 00° 49' 42" West for a distance of 630.80 feet; thence proceed North 88° 40' 45" West for a distance of 1624.20 feet to a $\frac{1}{2}$ " rebar in place being located on the Easterly right-of-way of Alabama Highway 119; thence proceed North 18° 10' 52" West along the Easterly right-of-way of said highway for a distance of 505.47 feet to a $\frac{1}{2}$ " rebar in place; thence proceed South 88° 38' 23" East for a distance of 164.47 feet to an angle iron in place; thence proceed North 01° 24' 10" East for a distance of 154.20 feet to an angle iron in place being located on the North boundary of the Northwest one-fourth of the Southeast one-fourth of said section; thence proceed South 88° 41' 55" East along the North boundary of said Northwest one-fourth of the Southeast one-fourth for a distance of 613.31 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southeast one-fourth and the Northeast one-fourth of the Southeast one-fourth of Section 26, Township 21 South, Range 3 West, Shelby County, Alabama.

Situated in Shelby County, Alabama.


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SCHEDULE "A" TO UCC-1 FROM
BAZEMORE PROPERTIES, LLC, DEBTOR,
TO REGIONS BANK, SECURED PARTY

All of the following property in which BAZEMORE PROPERTIES, LLC, a Florida limited liability company, Debtor, may now have or hereafter acquire any interest:

Definitions: As used herein, "Property" means the leasehold and real property described in Exhibit "A" attached hereto and incorporated herein by reference. The term "Improvements" means any and all buildings and other improvements now or hereafter located on the Property or any part thereof. The term "Premises" means the Property and the Improvements. The term "Personal Property" means all tangible personal property described hereinbelow.

1. The Improvements.
2. Any and all fixtures now or hereafter located on the Property or affixed to the Improvements (the "Fixtures").
3. All building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in the construction of the Improvements located or to be located on the Property including 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, sewer lines and pumping stations and fixtures and equipment, heating and air-conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, appliances and furnishings.
4. All fixtures, appliances, machinery, furniture, furnishings, apparatus, equipment and other articles of personal property of any nature whatsoever owned by Debtor now or at any time hereafter and now or hereafter installed in, attached to or situated in or upon the Property or the Improvements, or used or intended to be used in connection with the Property or in the operation, occupancy, use, maintenance or enjoyment of any of the Improvements now or hereafter erected thereon or relating or appertaining thereto, whether or not such personal property is or shall be affixed thereto, including without limitation all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, ranges, ovens, ice boxes, refrigerators, awnings, shades, screens, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; together with Debtor's entire right, title and interest as lessee under any and all leases and use agreements for the leasing or use of any of the foregoing, whether new existing or hereafter entered into; and all proceeds and products thereof (including without limitation condemnation awards and insurance proceeds), all extensions, betterments and accessions thereto, all renewals and replacements thereof and all articles in substitution therefor, whether or not the same are or shall be attached to the Property or Improvements in any manner.
5. All sewer rights, water rights and powers, development rights, air rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining to the Property, 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 (including without limitation all condemnation awards, insurance proceeds, payments under leases and tenancies, sale proceeds, purchase or earnest money deposits, tenant security deposits, escrow funds, and all proceeds, claims, causes of action and recoveries arising on account of any damage to or taking of, or for any loss or diminution in the value of the Property or any Improvements, or any part thereof or interest therein).



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6. All rents, royalties, issues, profits, revenues, income, accounts, accounts receivable, contract rights, chattel paper, instruments, documents, general intangibles, choses in action, causes of action and other intangible personal property of the Debtor of every kind and nature whatsoever whether now existing or hereafter acquired, which pertain to, arise from or in connection with, or are related to the Property, the Improvements, the Fixtures, the Personal Property or the operation or use thereof or the leasing or sale of any portion thereof or interest therein, whether now existing or hereafter arising or acquired, including without limitation (a) all insurance policies and all proceeds and chooses in action arising under any insurance policies, including any rights to any refunds for premiums, (b) accounts and other rights now existing or hereafter arising under any leases, licenses or under any service contracts, (c) any trademarks, logos, service marks, telephone numbers, designs, patents, patent applications, good will, copyrights, registrations, licenses, franchises, tax refund claims and any security now or hereafter held by or granted to the Debtor to secure payment of any of the accounts, (d) any permits from, permit applications to, or franchises from any governmental authority or private party, (e) any and all contracts, whether now existing or hereafter arising, for the sale of all or any part of the Property and/or Improvements or any interest therein, including without limitation all preconstruction contracts for the sale of lots and (f) any escrow accounts and funds, trust accounts and funds and earnest money deposits, and all rights of Debtor to the receipt thereof, arising out of or with respect to any agreement for the sale of the Property and/or Improvements or any portion thereof or interest therein, including without limitation the sale of any and all lots now existing or hereafter created upon the Property.

7. All purchase agreements, escrow agreements, earnest money and earnest money deposits and accounts, relating to the sale or proposed sale of any portion of the Property or Improvements, including without limitation (a) all purchase agreements, escrow agreements and earnest money relating to the sale or proposed sale of the individual subdivision lots, whether now existing or hereafter arising; and (b) Debtor's right to receive the earnest money and other funds paid or deposited by the purchasers under the aforementioned purchase agreements, whether now existing or hereafter arising.

8. All construction contracts and agreements, now or hereafter existing, relating in any way to the construction of the Improvements, including but not limited to any and all Construction Agreements whether now existing or hereafter arising.

9. All site plans and surveys of all or any part of the Premises now existing or hereafter made.

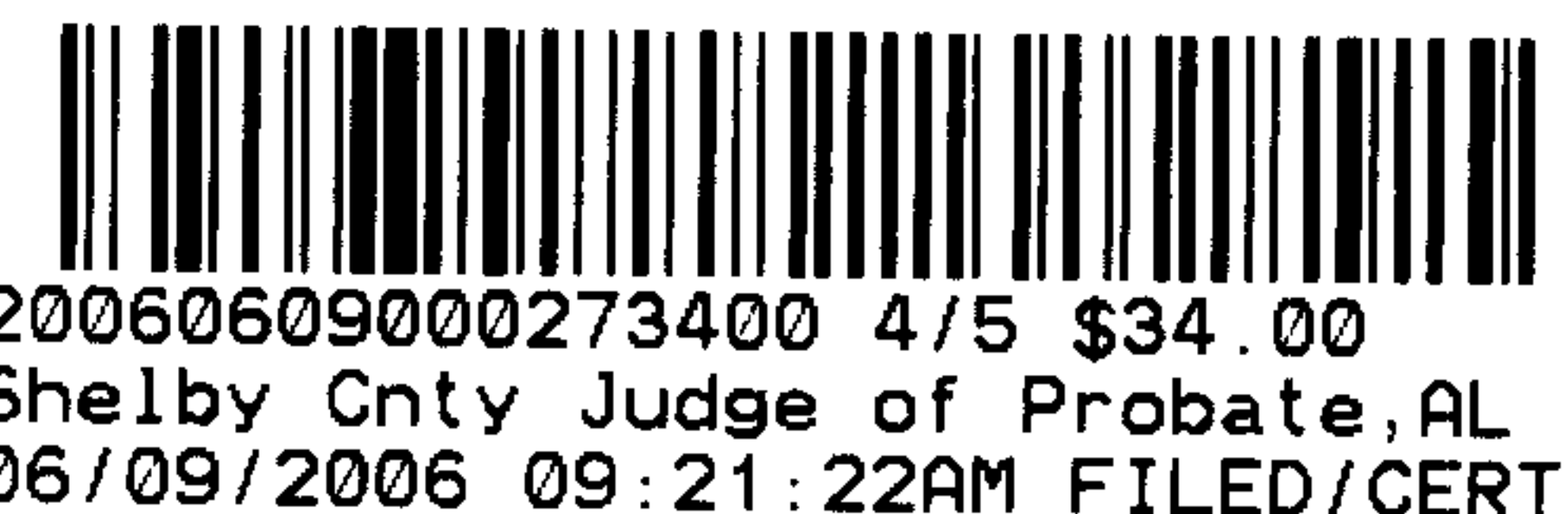
10. All architects' and engineers' contracts, drawings, plans, specifications, general contracts, AIA contracts, working drawings, site plans, management agreements, surveys, bonds and sureties, and all amendments, revisions and modifications thereto, now or hereafter existing, relating in any way to the design or construction of the Improvements.

11. All building permits, licenses, approvals, development orders, development of regional impact orders, environmental permits, wetlands permits, variances, conditional use permits, permits and approvals, franchises, certificates of occupancy, water and sewer taps, utilities agreements and all other governmental permits, consents, approvals and agreements pertaining or applicable to, or relating in any way to, the present or future development, occupancy, operation or use of the Premises, whether now existing or hereafter arising.

12. Any and all business or trade names now or hereafter used or adopted in connection with the Premises.

13. All unexpired warranties and guaranties covering the Premises, Fixtures and/or Personal Property, whether now existing or hereafter arising.

14. All maintenance and service contracts relating to the Premises, whether now existing or hereafter arising.



15. All equipment leases and other leases entered into with respect to the Premises, whether now existing or hereafter arising.

16. All right, title and interest of Debtor, whether now existing or hereafter arising, in all instruments, documents and agreements relating to the subdivision development created or to be created with respect to the Property and Improvements, and all rights of Debtor as the "Developer" thereunder.

17. All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of any of the foregoing or any part thereof or any right or privilege accruing thereto, including without limitation any and all payments from voluntary sale in lieu of condemnation or the exercise of eminent domain.

18. All proceeds, products and replacements of and accessions to any of the foregoing.

BAZEMORE PROPERTIES, LLC

By: 
Theresa G. Ritchie, Managing Member



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