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Shelby Cnty Judge of Probate, AL
08/03/2006 08:42:22AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] James W. Fuhrmeister (205) 991-6367	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) James W. Fuhrmeister Allison, May, Alvis, Fuhrmeister & Kimbrough, LLC P. O. Box 380275 Birmingham, AL 35238	

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 The SafeHouse of Shelby County, Inc.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS P. O. Box 574		CITY Pelham	STATE AL	POSTAL CODE 35124
		COUNTRY USA		
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION Non-Profit Corporation	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any <input checked="" 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		CITY	STATE	POSTAL CODE
		COUNTRY		
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 Regions Bank				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 2964 Pelham Parkway		CITY Pelham	STATE AL	POSTAL CODE 35124
		COUNTRY USA		

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "A" attached hereto and made a part hereof.

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. <input checked="" type="checkbox"/> 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 05-1500							

EXHIBIT "A"
TO FINANCING STATEMENT FILED BY
THE SAFEHOUSE OF SHELBY COUNTY, INC.
AS DEBTOR
AND
REGIONS BANK
AS SECURED PARTY

(a.) All the tract(s) or parcel(s) of land particularly described in Attachment 1 to Exhibit A attached hereto and made a part hereof;

(b.) All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Mortgaged Property, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Mortgaged Property and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c.) All machinery, furnishings, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Mortgaged Property and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property and the Improvements, or appurtenant thereto, or useable in connection with the present or future operation and occupancy of the Mortgaged Property and the Improvements (hereinafter collectively called the "Equipment"), and the right, title and interest of Mortgagor in and to any of the Equipment which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Mortgaged Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Mortgage;

(d.) All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Mortgaged Property, whether from real estate tax refunds or the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Mortgaged Property;

(e.) All leases and other agreements affecting the use, enjoyment or occupancy of the Mortgaged Property and the Improvements heretofore or hereafter entered into, including, but not limited to any and all proprietary leases with respect to the Mortgaged Property (the "Leases") and all rents, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Mortgaged Property and the Improvements, also including, but not limited to common charges, maintenance charges, assessments and other charges assessed by Mortgagor with respect to the Mortgaged Property (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(f.) All proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(g.) The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property;

(h.) All right, title and interest of Mortgagor in, to and under all accounts, escrows, documents, instruments, chattel paper, claims, deposits, trademarks and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions and causes of action which now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively called the "Intangibles");

(i.) All right, title and interest of Mortgagor in, to and under all gifts, grants, donations or pledges of gifts, grants or donations and all capital funds of Mortgagor; and

(j.) All proceeds resulting from the conversion of any and all rights granted herein.

ATTACHMENT 1 TO EXHIBIT "A"

Parcel 1:

That part of the Southeast quarter of the Northwest quarter of Section 27, Township 21 South, Range 1 West, situated in Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said quarter-quarter section and run Northerly along the West line of said quarter-quarter section for a distance of 449.25 feet to the POINT OF BEGINNING; thence turn an interior angle right of 180 degrees 00 minutes 00 seconds and continue running Northerly along said line for a distance of 440.92 feet; thence turn an interior angle left of 89 degrees 58 minutes 39 seconds and run in an Easterly direction for 537.01 feet; thence turn an interior angle left of 94 degrees 34 minutes 48 seconds and run in a Southerly direction for a distance of 442.34 feet; thence turn an interior angle left of 85 degrees 25 minutes 12 seconds and run in a Westerly direction for a distance of 572.15 feet to the POINT OF BEGINNING. Said parcel contains 244,526 square feet or 5.61 acres more or less.

Also:

A non-exclusive easement for ingress and egress and installation of utilities being 25 feet in width, lying 12.5 feet on each side of the centerline over and across the following described real property, to-wit:

A parcel of land situated in the Southeast quarter of the Northwest quarter of Section 27, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 27; thence run in a Northerly direction along the West line of said quarter-quarter Section line for a distance of 1336.27 feet to the Northwest corner of said quarter-quarter Section; thence leaving said West line of quarter-quarter Section turn an interior angle to the left of 158 degrees 39 minutes 52 seconds and run in a Northeasterly direction for a distance of 243.05 feet to a point being on the Southerly right of way of Alabama Highway No. 70 (R.O.W. 100'), thence turn an interior angle to the left of 90 degrees 00 minutes 46 seconds and run in a Southeasterly direction along said right of way for a distance of 214.02 feet to the POINT OF BEGINNING of a centerline of a 25 foot Ingress / Egress easement lying 12.5 feet each side of, parallel to, and abutting said centerline; thence leaving said right of way turn an exterior angle to the left of 87 degrees 05 minutes 26 seconds and run in a Southwesterly direction for a distance of 101.30 feet; thence turn an exterior angle to the left of 216 degrees 16 minutes 49 seconds and run in a Southeasterly direction for a distance of 85.08 feet; thence turn an exterior angle to the left of 187 degrees 03 minutes 11 seconds and run in a Southeasterly direction for a distance of 296.10 feet; thence turn an exterior angle to the left of 191 degrees 30 minutes 14 seconds and run in a Southeasterly direction for a distance of 162.03 feet to the end of said easement.

PARCEL 2:

A tract of land situated in Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of said Section 13; thence run in an Easterly direction along the South line of said Section 13 for a distance of 1674.19 feet to a point; thence turn an angle to the left of 65 degrees, 01 minutes, 56 seconds and run in a Northeasterly direction for a distance of 133.85 feet to an iron pin set at the point of beginning; thence continue along last stated course for a distance of 155.44 feet to an iron pin set; thence turn an angle to the left of 5 degrees, 06 minutes, 29 seconds and run in a Northeasterly direction for a distance of 130.06 feet to an iron pin set; thence turn an angle to the left of 3 degrees, 19 minutes, 18 seconds and run in a Northeasterly direction for a distance of 100.29 feet to an iron pin set; thence turn an angle to the right of 7 degrees, 19 minutes, 57 seconds and run in a Northeasterly direction for a distance of 79.62 feet to an iron pin set; thence turn an angle to the right of 6 degrees, 11 minutes, 00 seconds and run in a Northeasterly direction for a distance of 82.07 feet to an iron pin set on the South right of way line of Plantation Pipe Line; thence turn an angle to the left of 114 degrees, 53 minutes, 36 seconds and run in a Westerly direction along the South line of said Plantation Pipe Line for a distance of 170.89 feet to an iron pin set; thence turn an angle to the left of 74 degrees, 25 minutes, 15 seconds and run in a Southwesterly direction for a distance of 554.82 feet to an iron pin set; thence turn an angle to the left of 110 degrees, 50 minutes, 16 seconds and run in an Easterly direction for a distance of 155.00 feet to the point of beginning. ALSO a 20 foot nonexclusive easement for ingress, egress and utilities with centerline being more particularly described as follows: Commence at the Southwest corner of said Section 13; thence run in an Easterly direction along the South line of said Section 13 for a distance of 1674.19 feet to a point; thence turn an angle to the left of 65 degrees, 01 minutes, 56 seconds and run in a Northeasterly direction for a distance of 133.85 feet to an iron pin set; thence turn an angle to the left of 115 degrees, 03 minutes, 57 seconds and run in a Westerly direction for a distance of 155.00 feet to an iron pin set; thence turn an angle to the right of 110 degrees, 50 minutes, 16 seconds and run in a Northeasterly direction for a distance of 554.82 feet to an iron pin set on the South right of way line of Plantation Pipe Line; thence turn an angle to the right of 74 degrees, 25 minutes, 15 seconds and run in an Easterly direction along the South line of said Plantation Pipe Line for a distance of 27.05 feet to a point on the centerline of an existing asphalt drive, said point being the point of beginning of an easement lying 10 feet either side of the following described centerline; thence turn an angle to the left of 79 degrees, 47 minutes, 05 seconds and run in a Northeasterly direction for a distance of 25.85 feet to a point; thence turn an angle to the right of 1 degree, 31 minutes, 37 seconds and run in a Northeasterly direction for a distance of 196.64 feet to a point; thence turn an angle to the left of 5 degrees, 35 minutes, 15 seconds and run in a Northeasterly direction for a distance of 44.25 feet to a point; thence turn an angle to the left of 37 degrees, 09 minutes, 46 seconds and run in a Northwesterly direction for a distance of 23.47 feet; thence turn an angle to the left of 51 degrees, 49 minutes, 15 seconds and run in a Northwesterly direction for a distance of 20.99 feet to a point; thence turn an angle to the left of 43 degrees, 24 minutes, 35 seconds and run in a Southwesterly direction for a distance of 31.30 feet to a point; thence turn an angle to the left of 10 degrees, 44 minutes, 33 seconds and run in a Southwesterly direction for a distance of 228.80 feet to the centerline of Martin Street and the end of said easement.

All being situated in Shelby County, Alabama.