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Shelby Cnty Judge of Probate, AL
08/30/2006 01:41:52PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
205-988-9639

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Harry W. Gamble III, Esq.
105 Owens Parkway
Suite B
Birmingham, Alabama 35244**

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
R.E.I. Properties of Alabama, LLC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1305 10th Avenue #F Calera AL 35040 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
A Limited Liability 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. SEE INSTRUCTIONS 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
BancorpSouth Bank

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
4680 Highway 280 East Birmingham AL 35242 USA

4. This FINANCING STATEMENT covers the following collateral:

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

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

Filed with the Judge of Probate of Shelby County, Alabama (with Mortgage)

Exhibit A to UCC Financing Statement from R.E.I. Properties of Alabama, LLC ("Debtor") to BancorpSouth ("Secured Party")

All of the following property of Debtor, whether now owned or hereafter acquired or arising, wherever located, to-wit:

Definitions: "Land" or "Real Estate" or "Mortgaged Property" as used herein shall mean the real estate described on Schedule 1 attached.

"Improvements" as used herein shall mean, collectively, all buildings, structures, facilities, fixtures, and other improvements now or hereafter located on the Land, and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by the Debtor or in which the Debtor have or shall acquire an interest

"Mortgage" as used herein shall mean the mortgage on the Real Estate executed by Debtor to Secured Party contemporaneously herewith.

A. Personal Property. All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the Improvements located or to be located on the Real Estate whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said property or not, and whether in storage or otherwise, wheresoever the same may 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 gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said Improvements.

B. Tenant Leases and Rents.

(i) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate with respect to which the Debtor is the lessor or sublessor, whether now existing or hereafter made (the "**Leases**");

(ii) Any and all guaranties of the lessee's and any sublessee's performance under any of the Leases; and

(iii) 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 Debtor 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 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 any Improvements thereon, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate, all such monies, 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 under the Mortgage, the Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents.

C. Insurance Policies. Each and every policy of hazard insurance now or hereafter in effect which insures the Improvements, the Personal Property, or any part thereof, together with all right, title, and

interest of the Debtor in and to each and every such policy, including any premiums paid on each such policy and rights to returned premiums.

D. General Intangibles and Agreements.

(i) All general intangibles relating to the development or use of the Real Estate, the Personal Property, or any other property or rights conveyed or encumbered hereby, or the management and operation of any business of the Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals, and other trade secrets.

(ii) The goodwill of any business conducted or operated on the Real Estate, all governmental permits relating to the construction, renovation or operation thereof, and all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof.

(iii) All contracts and agreements (including franchise, leasing, management, operating and concession agreements) affecting the Real Estate, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

E. Accounts Receivable Collateral. All rights of Debtor to payment for goods sold or leased, or to be sold or to be leased, or for services rendered or to be rendered, howsoever evidenced or incurred, including, without limitation, all accounts, notes, instruments, chattel paper and all returned or repossessed goods and all books, records, computer tapes, programs and ledger books arising therefrom or relating thereto, whether now owned or hereafter acquired or arising.

F. Deposit Collateral. All property of Debtor left with Secured Party or in its possession now or hereafter, all deposit accounts of Debtor now or hereafter opened with Secured Party, all certificates of deposit issued by Secured Party to Debtor, and all drafts, checks and other items deposited in or with Secured Party by Debtor for collection now or hereafter.

G. Intangibles Collateral. All general intangibles of every nature of Borrower, whether now existing or hereafter acquired or arising, including, without limitation all: claims; contracts and contract rights; actions or causes of action; goodwill; and books and records in whatever media recorded or stored.

H. Proceeds. All proceeds (including insurance proceeds) of any of the foregoing, or of any part thereof.

I. Other Property. 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 the Secured Party as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

SCHEDULE 1

Lots 153, 163 and 237, according to the Survey of Long Branch Estates, Phase II, Final Plat, as recorded in Map Book 36, Page 93, in the Probate Office of Shelby County, Alabama.

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