

20061201000583580 1/6 \$36.00
Shelby Cnty Judge of Probate, AL
12/01/2006 11:01:11AM FILED/CERT

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone:(800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 17595 CASSIN CASSIN UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071 9674061 ALAL FIXTURE File with: CC AL Shelby, AL	
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME VALLEYDALE SHOPPING CENTER, LLC				
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 160 Yeager Parkway, Suite 200			CITY Pelham	STATE AL POSTAL CODE 35124 COUNTRY
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION AL	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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 <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME MERRILL LYNCH MORTGAGE LENDING, INC.				
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS 4 World Financial Center, 16th Floor Attn: Commercial Mortgage Financing			CITY New York	STATE NY POSTAL CODE 10080 COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

See Schedule "A" annexed hereto and made a part hereof. Instrument # 20061107000546500

Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$0.00
Mortgage tax due (\$.15 per \$100.00 or fraction thereof) \$0.00

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				

9674061 Sweeney, Tom 1302/347



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FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

VALLEYDALE SHOPPING CENTER, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

9674061-AL-117

17595 CASSIN CASSIN

Sweeney, Tom

1302/347

File with: CC AL Shelby, AL

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTION

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

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.

16. Additional collateral description:

14. Description of real estate:

Description: Village at Valleydale 5291 Valleydale Road
Birmingham, Alabama 35242

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

SCHEDULE "A" TO UCC

All rights, interests and estates now owned, or hereafter acquired by Debtor in, to or under the following (collectively, the "Property"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement (the "**Security Instrument**");

(c) Improvements. The buildings, structures, fixtures, pads, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) Easements. All easements, rights-of-way or use, rights, 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, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property 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 Property is located (the "**Uniform Commercial Code**"), and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Leases"), and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues, profits, from the Land and Improvements, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, 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;

(g) Insurance Proceeds. All Insurance Proceeds in respect of the Property under any Policies covering the 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 Property;

(h) Condemnation Awards. All Awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of Condemnation, whether from 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 the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, the Reserve Accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;


(n) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in sections (a) through (m) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(o) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (n) above.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Instrument.

EXHIBIT A

(Legal Description)


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Real Property in the City of Birmingham, County of Shelby, State of Alabama, described as follows:

Lot C2 according to the Survey of Inverness Highlands, as recorded in Map Book 34, Page 45 A & B, in the Probate Office of Shelby County, Alabama, being bounded and described as follows:

Commence at the NE Corner of Section 1, Township 19 South, Range 2 West; thence S.89°40'25"W., a distance of 1,327.50 feet; thence S.02°36'42"E., a distance of 4.08 feet; thence S.83°13'42"W., a distance of 127.39 feet; thence S.80°44'11"W., a distance of 122.39 feet; thence S.82°09'09"W., a distance of 110.04 feet; thence continue westerly along said line, a distance of 226.08 feet; thence S.28°14'23"W., a distance of 438.54 feet to the POINT OF BEGINNING; thence continue southwesterly along said line, a distance of 540.68 feet; thence N.65°06'16"W., a distance of 293.23 feet to a point on the southeasterly right of way line of Valleydale Road (80' ROW) said point being the point of curve of a non tangent curve to the right having a radius of 2,824.79 feet, a central angle of 04°17'28" and subtended by a chord which bears N.24°41'35"E., a chord distance of 211.52 feet; thence northeasterly along the arc and said right of way a distance of 211.57 feet; thence N.35°28'34"E. along said right of way, a distance of 135.58 feet; thence N.28°39'07"E. along said right of way, a distance of 187.35 feet to a point of curve to the right having a radius of 25.00 feet, a central angle of 89°35'39" and subtended by a chord which bears N.73°26'45"E., a chord distance of 35.23 feet; thence easterly along the arc a distance of 39.09 feet to the southerly right of way line of Inverness Center Drive (Variable ROW); thence S.61°45'37"E. along said right of way, a distance of 262.39 feet to the POINT OF BEGINNING.

Containing 161,908 square feet or 3.72 acres, more or less.