

20061228000634230 1/7 \$38.00
Shelby Cnty Judge of Probate, AL
12/28/2006 04:11:47PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] John Pickering - 205-251-8100
B. SEND ACKNOWLEDGMENT TO: (Name and Address) John Pickering Balch & Bingham, LLP 1901 Sixth Avenue North, Suite 2600 Birmingham, AL 35203-2628

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 Vulcan Holdings, LLC				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2042 Shannon Road	CITY Shannon	STATE AL	POSTAL CODE 35142	COUNTRY USA
1d. TAX ID #: SSN OR EIN [REDACTED]	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability compan	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
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 Compass Bank				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 15 South 20th Street	CITY Birmingham	STATE AL	POSTAL CODE 35233	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All that collateral more particularly described in Exhibit A, attached hereto and made a part hereof.

5 pages attached (Exhibit A and Exhibit B)

Some or all of the personal property described on Exhibit A is or may become fixtures on the real property described on Exhibit B.

This financing statement is recorded as additional security for a mortgage recorded in Instrument 20050818000424870 in Shelby County for which all taxes have been paid.

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						

To be filed in Shelby County, Alabama



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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 Vulcan Holdings, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

This financing statement is recorded as additional security for a mortgage recorded in Instrument 20050818000424870 in Shelby County for which all taxes have been paid.

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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

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. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one 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:

Real property described on Exhibit B, attached hereto and made a part hereof.

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
DESCRIPTION OF COLLATERAL

(a) All that tract or parcel or parcels of land and estates particularly described on **Exhibit B** attached hereto and made a part hereof (the "**Land**");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "**Improvements**");

(c) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;

(d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party hereby is authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums

or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(f) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above.

EXHIBIT "B"

PARCEL I:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 24 North, Range 12 East; thence run West along the North line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 253.00 feet; thence turn an angle of $71^{\circ}04'$ to the left and run a distance of 191.46 feet to the point of beginning; thence continue in the same direction a distance of 230.28 feet to the Northeast margin of an unpaved street; thence turn an angle of $113^{\circ}13'$ to the right and run along the Northeast margin of said street a distance of 245.80 feet to a point on the Southeast right of way line of Alabama Highway No. 25; thence turn an angle of $86^{\circ}08'$ to the right and run along the Southeast right of way line of said highway, a distance of 202.45 feet; thence turn an angle of $90^{\circ}39'$ to the right and run a distance of 168.76 feet to the point of beginning; being situated in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 24 North, Range 12 East.

Less that part of said land acquired by the State of Alabama Highway Department for Project No. S-44 (8).

The remaining tract of land being described as follows:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 24 North, Range 12 East; thence run West along the North line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 253.00 feet; thence turn an angle of $71^{\circ}04'$ to the left and run a distance of 191.46 feet to the point of beginning; thence continue in the same direction a distance of 230.28 feet to the Northeast margin of an unpaved street; thence turn an angle of $113^{\circ}13'$ to the right and run along the Northeast margin of said street a distance of 245.80 feet to a point on the Southeast right of way line of Alabama Highway No. 25; thence turn an angle of $86^{\circ}08'$ to the right and run along the Southeast right of way line of said highway, a distance of 70.45 feet; thence turn $22^{\circ}59'13''$ right and run Northeasterly along said right of way line 33.80 feet to the point of beginning of a curve to the right, thence turn $25^{\circ}57'22''$ left to the tangent to said curve at said point and run Northeasterly along said curve and said right of way line a distance of 100.79 feet to a point; thence turn $87^{\circ}17'06''$ right from the tangent to said curve at said point and run Southeasterly 155.45 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

ALSO LESS AND EXCEPT the following:

Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 24 North, Range 12 East, identified as Tract No. 33 on Project No. STPBH-9802(98) in Shelby County, Alabama and being more particularly described as follows:

Begin at a point on the Southeast line of State Route 25 a distance of 10.05 meters Southeast of and at right angles to the centerline of State Route 25 at station 25+27.675, said point also being the Southwest corner of grantor and the Northeast corner of an unnamed road; thence from said point of beginning run Northeasterly along the Southeast line of State Route 25 a distance of 11.383 meters to a point 10.05 meters Southeast of and at right angles to the centerline of State Route 25 at station 25+40; thence run Southeasterly a distance of 17.162 meters to a point 22 meters Southeast of and at right angles to the centerline of State Route 25 at station 25+27.674, said point also being on the Northeast boundary of an unnamed road; thence run Northwesterly along the Northeast boundary of said unnamed road a distance of 11.979 meters to the point of beginning.

PARCEL II:

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, and run in an Easterly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 110.00 feet to the point of beginning; thence turn a deflection angle of $89^{\circ}03'39''$ ($89^{\circ}02'47''$ map) to the left and run in a Northerly direction a distance of 117.06 feet (116.36 feet deed) to a point on the Southerly right of way line of U.S. Highway #280; thence turn an interior angle of $97^{\circ}12'01''$ ($97^{\circ}03'30''$ deed) and run to the right in an Easterly direction along the Southerly right of way line of U.S. Highway #280 a distance of 94.18 feet to the PC of a curve; thence continue in an Easterly direction along the Southerly right of way line of U.S. Highway #280 along the arc of a curve to the left having a central angle of $0^{\circ}15'43''$ and a radius of 8594.37 feet, a distance of 39.30 feet to a point on the curve; thence turn an interior angle of $82^{\circ}33'11''$ ($82^{\circ}40'30''$ deed) angle measured from tangent, and run to the right in a Southerly direction a distance of 131.72 feet (130.65 feet deed) to a point on the South line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28; thence turn an interior angle of $90^{\circ}55'26''$ ($90^{\circ}57'30''$ deed) and run to the right in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 132.47 feet to the point of beginning.

Situated in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama.

Less and except any part of subject property lying within a road right of way.

PARCEL III:

Beginning at the intersection of the North line of Section 16, Township 18 North, Range 16 East, Autauga County, Alabama, as established by survey for Standard Oil Co. and the West right of way of U.S. Highway 31; thence from the point of beginning South $05^{\circ}14'$ East along the West right of way of U.S. Highway 31 a distance of 300.0 feet; thence South $87^{\circ}48'$ West a distance of 300.0 feet thence North $05^{\circ}14'$ West a distance of 300.0 to the North line of said Section 16; thence North $87^{\circ}48'$ East along the North line of said Section 16 a distance of 300.0 feet to

the point of beginning. Said land being in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 16, Township 18 North, Range 16 East, Autauga County, Alabama.

Less and except any part of subject property lying within a road right of way.

PARCEL IV:

Part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 16 South, Range 3 West, more particularly described as follows:

Commence at the NW corner of the said quarter-quarter section; thence East along the quarter-quarter section line 205.56 feet to the point of beginning; thence continue East along the quarter-quarter section line 125.38 feet to the West right of way line of New U.S. 31 Highway; thence Southeasterly along the West right of way line of New U.S. 31 Highway 200.53 feet; thence West and parallel to the North quarter-quarter section line 125.0 feet; thence North $9^{\circ}12'$ West 200.58 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way. Situated in Jefferson County, Alabama, Birmingham Division.

PARCEL V:

Lots A, B and C of a Resurvey of Lots A through J, in Block 8, Roebuck Gardens Estates, as recorded in Map Book 75, page 5, in the Probate Office of Jefferson County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of said Lot A; thence run Northerly along the Easterly right of way line of Five Mile Creek Road for 82.98 feet to the beginning of a curve to the right; said curve having a radius of 20.00 feet and subtending a central angle of $89^{\circ}18'$; thence run Northeasterly along said right of way line and along the arc of said curve for 31.17 feet to the end of said curve, said point being on the Southerly right of way line of Azalea Way; thence at tangent to said curve run Easterly along said right of way line of Azalea Way for 180.24 feet to the Northeast corner of said Lot "C"; thence to the right with an interior angle of $90^{\circ}00'$ and run Southerly along the East line of said Lot "C" for 156.00 feet to the Southeast corner of said Lot "C"; thence to the right with an interior angle of $84^{\circ}55'$ and run Westerly along the South line of said Lot "C" for 30.50 feet to a point on the Northerly right of way line of Southern Natural Gas Company; thence to the right with an interior angle of $139^{\circ}20'$ and run Northwesterly along said right of way line 4.97 feet; thence to the left with an interior angle of $188^{\circ}54'$ and run Northwesterly along said right of way line for 59.18 feet; thence to the left with an interior angle of $211^{\circ}22'$ and run Westerly along said right of way line for 120.59 feet to the point of beginning.

PARCEL VI:

Lot 4, according to the Survey of Bluff Park Village, as recorded in Map Book 171, page 42, in the Probate Office of Jefferson County, Alabama