

20070205000052870 1/5 \$34.00  
Shelby Cnty Judge of Probate, AL  
02/05/2007 01:34:50PM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Marjorie O. Dabbs, Esq. 205-824-8248
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  King, Drummond & Dabbs, P.C. ATTENTION: B. WIDNER 100 Centerview Drive, Suite 180 Birmingham, AL 35216

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 Shelby 39, LLC				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 1236 Blue Ridge Blvd.	CITY Birmingham	STATE AL	POSTAL CODE 35226	COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability co.	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 CapitalSouth Bank				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 2340 Woodcrest Place	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

### 4. This FINANCING STATEMENT covers the following collateral:

All of the equipment, fixtures, contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtor relating to the real property described on EXHIBIT A attached hereto and located thereon and all additions, replacements and proceeds thereof and all other property set forth on SCHEDULE A attached hereto relating to the real property described on EXHIBIT A and located thereon.

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 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

9a. ORGANIZATION'S NAME	SHELBY 39, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

### 10. MISCELLANEOUS:

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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
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)

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.

14. Description of real estate:

**SEE ATTACHED EXHIBIT A**

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

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**  
**Legal Description**

**PARCEL II:**

A parcel of land situated in part of the Northeast quarter of Section 18, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of the Northeast quarter of said Section 18 and run in an Easterly direction along the North line for a distance of 1418.06 feet; thence leaving said North line, turn an interior angle of 133 degrees 43 minutes 21 seconds to the left a distance of 41.40 feet; thence turn an interior angle of 190 degrees 53 minutes 40 seconds to the left and run in a Southeasterly direction for a distance of 43.72 feet; thence turn an interior angle of 177 degrees 37 minutes 36 seconds to the left and run in a Southeasterly direction for a distance of 60.65 feet; thence turn an interior angle of 175 degrees 19 minutes 45 seconds to the left and run in a Southwesterly direction for a distance of 53.67 feet; thence turn an interior angle of 175 degrees 03 minutes 08 seconds to the left and run in a Southeasterly direction for a distance of 48.34 feet; thence turn an interior angle of 169 degrees 17 minutes 25 seconds to the left and run in a Southwesterly direction for a distance of 10.96 feet, thence turn an exterior angle of 153 degrees 47 minutes 04 seconds to the right and run a Southeasterly direction for a distance of 53.80 feet; thence turn an interior angle of 194 degrees 15 minutes 34 seconds to the left and run in an Easterly direction for a distance of 103.79 feet; thence turn an interior angle of 161 degrees 18 minutes 00 seconds to the left and run in a Southeasterly direction for a distance of 94.61 feet; thence turn an interior angle of 197 degrees 33 minutes 05 seconds to the left and run in a Southeasterly direction for a distance of 42.63 feet; thence turn an interior angle of 170 degrees 28 minutes 41 seconds to the left and run in a Southeasterly direction for a distance of 73.62 feet; thence turn an interior angle of 158 degrees 36 minutes 41 seconds to the left and run in a Southeasterly direction for a distance of 91.00 feet; thence turn an interior angle of 198 degrees 14 minutes 39 seconds to the left and run in a Southeasterly direction for a distance of 130.65 feet; thence turn an interior angle of 161 degrees 55 minutes 26 seconds to the left and run in a Southeasterly direction for a distance of 125.33 feet to a point on the Westernmost right of way line of Old Chelsea Road (80' right of way); thence turn an interior angle of 110 degrees 10 minutes 55 seconds to the left and run in a Southeasterly direction along said right of way for a distance of 285.83 feet; thence turn an interior angle of 177 degrees 31 minutes 36 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 94.54 feet; thence turn an interior angle of 174 degrees 59 minutes 49 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 93.10 feet; thence turn an interior angle of 170 degrees 44 minutes 26 seconds to the left and run in a



**Exhibit A - continued**

**Southwesterly direction along said right of way for a distance of 94.40 feet; thence turn an interior angle of 169 degrees 09 minutes 49 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 106.84 feet; thence turn an interior angle of 172 degrees 39 minutes 22 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 157.29 feet; thence turn an interior angle of 184 degrees 36 minutes 02 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 95.41 feet; thence turn an interior angle of 193 degrees 10 minutes 10 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 71.51 feet; thence turn an interior angle of 188 degrees 21 minutes 20 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 72.53 feet; thence leaving said right of way, turn an interior angle of 127 degrees 15 minutes 23 seconds to the left and run in a Westerly direction for a distance of 127.62 feet; thence turn an exterior angle of 179 degrees 44 minutes 56 seconds to the right and run in a Westerly direction for a distance of 1328.25 feet to a point on the West line of said Northeast quarter; thence turn an interior angle of 90 degrees 54 minutes 13 seconds to the left and run in a Northerly direction along said West line for a distance of 1305.75 feet to the POINT OF BEGINNING.**



### SCHEDULE A

All interest of Debtor in the personal property of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the real estate described in Exhibit A, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the said real estate and any improvements located thereon, including, without limitation, all accounts, documents, instruments, chattel paper (including electronic chattel paper and tangible chattel paper), general intangibles (including payment intangibles and software), goods (including consumer goods, inventory, equipment, and farm products), letter-of-credit rights and deposit accounts (as those terms are defined in the Uniform Commercial Code as now adopted or amended from time to time in the State), all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the improvements located on said real estate, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, any award of payment or compensation payable on account of any condemnation or other taking for public or private use of the said real estate or any improvements located thereon, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

All leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the said real estate, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the said real estate and improvements thereon arising from the use or enjoyment thereof or from any leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the said leases or applied to one or more of the installments of rent coming due.

All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of any interest of Debtor in the said real estate or improvements located thereon; and

All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.