

20070316000119180 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
03/16/2007 10:18:57AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Matthew T. Ellis, Esq.
Parnell & Crum, P.A.
641 S. Lawrence St
Montgomery, AL 36104

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

COUNTRYVIEW, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

160 Yeager Pkwy Ste 200

Pelham

AL

36124

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

Alabama

1g. ORGANIZATIONAL ID #, if any

☐ 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

☐ 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

Alabama Banker's Bank

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

600 University Park PL Ste 300

Birmingham

AL

35209

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "A" attached hereto

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 ☐ 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

**EXHIBIT A TO UCC-1
DESCRIPTION OF COLLATERAL**

DEBTOR: COUNTRYVIEW, LLC

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SECURED PARTY: ALABAMA BANKER'S BANK

(a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit B**, 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 and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in **Exhibit B** or not and whether in storage or otherwise wheresoever the same may be located;

(b) All accounts (as presently or hereafter defined in the UCC), general intangibles, goods, contracts and contract rights relating to the property described on **Exhibit B** and the improvements thereon, 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 real property described on **Exhibit B** and the improvements thereon;

(c) 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, rights, titles, interest, 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 or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, 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 Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default beyond any applicable grace period under any loan documents executed in connection herewith, the right to receive and retain the rents, issues and profits thereof; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf 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 reasonable attorney's 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.

(d) 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 property described on **Exhibit B** and the improvements thereon, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(e) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a) - (d) 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) - (d) above.



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Commence at the NW corner of the NW 1/4 of the SW 1/4 of Section 23, Township 22 South, Range 2 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence S00°30'45"W, a distance of 221.93'; thence S48°02'55"E, a distance of 192.36' to the point of curve of a non tangent curve to the right, having a 90°00'00" of and a radius of 40.00', said curve subtended by a chord bearing N86°57'05"E and a chord distance of 56.57'; thence easterly along the arc of said curve a distance of 62.83'; thence S48°09'07"E, a distance of 10.92'; thence N07°23'29"E, a distance of 120.00'; thence N39°03'32"E, a distance of 195.00'; thence N47°08'49"E, a distance of 155.22'; thence N42°03'25"E, a distance of 134.15'; thence N48°04'14"E, a distance of 211.31'; thence S41°25'46"E, a distance of 7.06'; thence N48°34'45"E, a distance of 143.04'; thence N08°49'32"W, a distance of 74.73'; thence N58°19'55"W, a distance of 54.15'; thence N46°31'22"W, a distance of 118.00'; thence N54°03'45"W, a distance of 188.91'; thence N49°18'28"W, a distance of 119.91'; thence S38°38'16"W, a distance of 129.79'; thence S44°34'11"W, a distance of 493.47'; thence S00°30'38"W, a distance of 270.94' to the POINT OF BEGINNING.

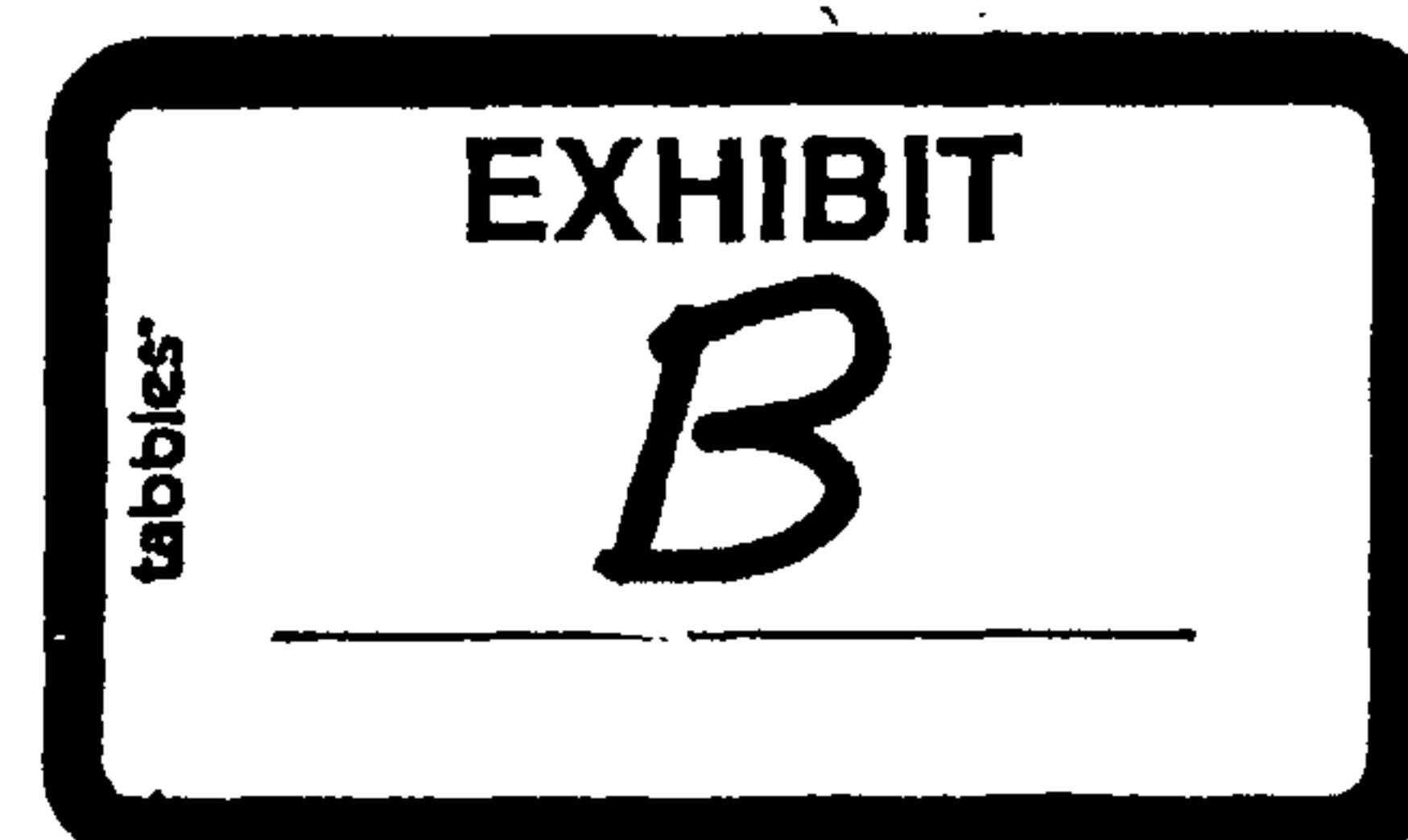
Containing 10.32 acres, more or less.

Commence at the NW corner of the NW 1/4 of the SW 1/4 of Section 23, Township 22 South, Range 2 West, Shelby County, Alabama; thence N00°30'38"E, a distance of 270.94' to the POINT OF BEGINNING; thence N44°34'11"E, a distance of 493.47'; thence N50°23'50"W, a distance of 122.00'; thence N50°19'14"W, a distance of 120.05'; thence N50°29'55"W, a distance of 119.80'; thence N50°14'14"W, a distance of 126.79'; thence N50°27'03"W, a distance of 112.33'; thence N50°18'39"W, a distance of 193.30'; thence S40°20'23"W, a distance of 175.24'; thence S00°00'49"E, a distance of 79.91'; thence S89°58'18"E, a distance of 299.91'; thence S00°01'42"W, a distance of 435.60'; thence S89°58'06"W, a distance of 299.59'; thence S89°59'11"W, a distance of 177.02'; thence S00°01'15"E, a distance of 209.00'; thence N89°58'45"E, a distance of 555.62' to the POINT OF BEGINNING.

Containing 7.01 acres, more or less.



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Lot 20 of Country View Estates Phase I as recorded in Map Book 10 Page 10 in the Office of the Judge of Probate in Shelby County, Alabama
Containing 0.48 acres, more or less.



Commence at the NW corner of the NW 1/4 of the SW 1/4 of Section 23, Township 22 South, Range 2 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N00°30'38"E, a distance of 270.94'; thence S89°58'45"W, a distance of 555.62'; thence S00°01'15"E, a distance of 760.90'; thence S89°40'23"E, a distance of 153.85'; thence N80°39'12"E, a distance of 137.00'; thence N51°56'19"E, a distance of 162.28'; thence S00°13'41"E, a distance of 90.00'; thence S66°45'14"E, a distance of 141.00'; thence N42°03'39"W, a distance of 10.00'; thence N23°10'07"E, a distance of 96.05'; thence N59°36'07"E, a distance of 134.72'; thence N48°02'55"W, a distance of 192.36'; thence N00°30'45"E, a distance of 221.93' to the POINT OF BEGINNING.

Containing 9.76 acres, more or less.


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Commence at the NW corner of the NW 1/4 of the SW 1/4 of Section 23, Township 22 South, Range 2 West, Shelby County, Alabama; thence N00°30'38"E, a distance of 270.94'; thence N44°34'11"E, a distance of 493.47'; thence N50°23'50"W, a distance of 122.00'; thence N50°19'14"W, a distance of 120.05' to the POINT OF BEGINNING; thence N50°29'55"W, a distance of 119.80'; thence N38°43'15"E, a distance of 136.59'; thence S49°21'25"E, a distance of 119.95'; thence S38°45'37"W, a distance of 134.19' to the POINT OF BEGINNING.

Containing 0.37 acres, more or less.

Less and Except the following:

A parcel of land situated in fractional Section 23, Township 22 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of the NW 1/4 of the SW 1/4 of fractional Section 23, Township 22 South, Range 2 West, Shelby County, Alabama; thence S00°30'45"W, a distance of 220.84'; thence S47°48'19"E, a distance of 108.45' to the POINT OF BEGINNING; thence continue southeasterly along said line, a distance of 84.63'; thence S59°36'07"W, a distance of 134.72'; thence N23°10'07"E, a distance of 135.98' to the POINT OF BEGINNING.

Containing 5,440 square feet or 0.12 acres, more or less.