

20070329000141090 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
03/29/2007 09:02:00AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| | |
|--|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] Lisa Parker (205) 250-8400 | |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) Najjar Denaburg, P.C. 2125 Morris Avenue Birmingham, AL 35203 | |

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 Trophy Development, LLC | | | | | | |
| OR | 1b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 1c. MAILING ADDRESS 1205 Ashville Road, Ste 200 | | | CITY Montevallo | STATE AL | POSTAL CODE 35115 | 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 M & F Bank | | | | | | |
| OR | 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 3c. MAILING ADDRESS 101 Riverchase Parkway East | | | CITY Birmingham | STATE AL | POSTAL CODE 35244 | COUNTRY USA |

4. This FINANCING STATEMENT covers the following collateral:

The property described on Schedule "I" attached hereto and incorporated herein by this reference.

| | | | | | | | |
|---|---|--|---|--|---------------------------------------|-----------------------------------|---|
| 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 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 | | | | | | | |

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

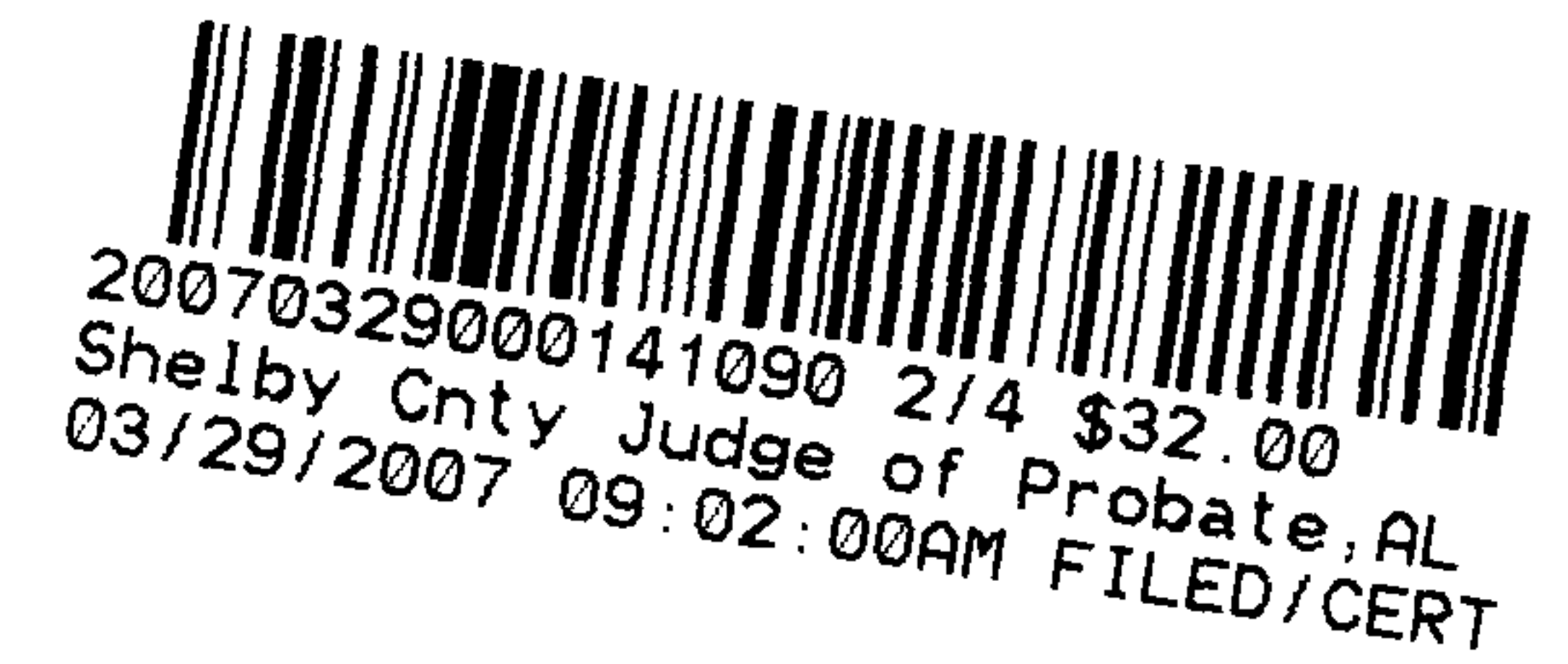
Debtor/Mortgagor: **Trophy Development, LLC**

Secured Party/Mortgagee: **M&F Bank**

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The following (hereinafter "Mortgaged Property"):


- a) The Land situated in **SHELBY** County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, 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, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, 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 Mortgagor of, in and to the same, including but not limited to: I) all rents, royalties, profits, issues and revenues of the Mortgaged Property 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 Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and 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) Together with all contract and contract rights now existing or hereafter arising which are related to



the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.

- e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");
- f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;
- g) Together with 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 Mortgagor 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 Mortgaged Property 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 Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, 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, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);
- h) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;
- I) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and
- j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

EXHIBIT "A"


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PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Township 21 South, Range 3 West, Shelby County, Alabama

Section 17:

The Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4), LESS AND EXCEPT one acre off the West side and near the Northwest corner of said forty, which said one acre is now being used for a cemetery. There is also EXCEPTED that portion of the Kendrick and Holcomb lot situated in the NE 1/4 of the SE 1/4 of said Section 17, which excepted portion constitutes approximately 1.29 acres, more or less, and which said lot, including the excepted portion mentioned herein, is more particularly described in Deed Book 139, page 299 in the Probate Office;

The Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) LESS AND EXCEPT the following described lot, which is more particularly described as follows: Commencing at a stone corner about 360 feet North of a point on the South boundary line the SW 1/4 of the SE 1/4 of said Section 17, which point is about 700 feet East of the Southwest corner of said forty acre tract; said stone corner being South 27 degrees East of the Southwest corner of the African M.E. Church about 90 feet; thence West 104 feet to another stone corner, thence North 208 feet to a chestnut stake; thence East 104 feet to an oak stake; thence South 208 feet to a stone corner, being the point of beginning of the lot excepted.

The Southwest Quarter of the Northeast Quarter (SW 1/4 of NE 1/4);

The Northwest Quarter of the Southeast Quarter (NW 1/4 of SE 1/4);

The Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4).

Section 20:

The Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4);

The Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4);

The Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4);

The Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4).

Section 29:

The Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4);

The Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4);

The Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4).