

20070611000271680 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
06/11/2007 12:24:36PM FILED/CERT

AMENDED UCC-1

THIS UCC-1 IS BEING RE-RECORDED TO ADD THE CORRECT LEGAL DESCRIPTION
REPLACING THE EXHIBIT "A" OF UCC-1 RECORDED IN INSTRUMENT NUMBER:

20061024000523130 RECORDED IN THE JUDGE OF PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA, 10/24/06 for \$512,000. *AD*

20070611000271680 2/5 \$34.00
Shelby Cnty Judge of Probate, AL
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20061024000523130 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
10/24/2006 08:38:00AM 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

COPY

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

Cahaba Beach Investments, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

2148 Pelham Parkway, Building 600

CITY

Pelham

STATE

AL

POSTAL CODE

35124

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Corporation

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

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

☒ 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:

The property described on Schedule "I" attached hereto and made a part hereof as if set out fully herein.

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 [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]

All Debtors

Debtor 1

Debtor 2

8. OPTIONAL FILER REFERENCE DATA

EXHIBIT "A"

A parcel of land located in the Northwest ¼ of the Northwest ¼ of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Begin at a 3" capped pipe locally accepted as the NW corner of said Section 31; thence S 00°00'00" W and along the West line of said Section 31 a distance of 165.05 feet; thence S 00°03'08" W along the West line of said Section 31 a distance of 514.51 feet to the Northwest corner of a Common Area located in Lenox Place Phase Two as recorded in Map Book 19, page 157, in the Probate Office of Shelby County, Alabama; thence leaving said Section line S 89°13'30" E along the North line of said common area, a distance of 133.56 feet; thence S 00°05'41" E along the East line of said common area, a distance of 328.01 feet to a point on the North line of said Lenox Place Phase Two; thence S 89°14'40" E, along the North line of said Lenox Place Phase Two, a distance of 396.07 feet; thence N 14°35'30" E a distance of 189.66 feet; thence N 14°16'46" E a distance of 164.58 feet; thence N 14°28'55" E a distance of 164.45 feet; thence N 01°05'27" E a distance of 84.40 feet; thence S 88°49'35" E a distance of 268.20 feet to a point on the Westerly right of way of Cahaba Beach Road; thence N 15°40'56" E along said right of way a distance of 169.35 feet; thence leaving said right of way N 88°44'55" W a distance of 249.38 feet; thence N 01°11'25" E a distance of 84.00 feet to a point on the South line of Cahaba Beach Townhomes as recorded in Map Book 22, page 31, in the Probate Office of Shelby County, Alabama; thence N 88°31'43" W along said South line, a distance of 55.32 feet to the Southwest corner of Lot 10 of said Cahaba Beach Townhomes; thence N 02°32'30" W, along the West line of said Lot 10, a distance of 164.89 feet to a point on the North line of said Section 31, said point also being on the South line of Cahaba Beach Townhomes; thence N 88°43'24" W along said North line of Section 31 a distance of 664.76 feet to the Point of Beginning.

A portion of the above described property is now known as :

Edenton Office Condominium, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20070410000163990, in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded in the Condominium Plat of Edenton Office Condominium, in Map Book 38, page 74, and any future amendments thereto, Articles of Incorporation of Edenton Office Condominium Association as recorded in Instrument 20070410000163970, in the Office of the Judge of Probate of Shelby County, Alabama, and to which

said Declaration of Condominium the By-Laws of Edenton Office Condominium Association Inc., are attached as Exhibit "B" thereto, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium set out in Exhibit "D"

Less and Except from the above legal the following:

Units 121 Building 1, Units 912 & 922, Building 9, Units 1222 Building 12 in Edenton Office Condominium, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20070410000163990, in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded in the Condominium Plat of Edenton Office Condominium, in Map Book 38, page 74, and any future amendments thereto, Articles of Incorporation of Edenton Office Condominium Association as recorded in Instrument 20070410000163970, in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Office Condominium Association Inc., are attached as Exhibit "B" thereto, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium set out in Exhibit "D"

SCHEDULE "I"

20061024000523130 2/4 \$32.00
Shelby Cnty Judge of Probate, AL
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TO

FINANCING STATEMENT (UCC-1)

20070611000271680 4/5 \$34.00
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Debtor/Mortgagor: Cahaba Beach Investments, LLC

Secured Party/Mortgagee: Compass 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.