

20071001000457440 1/3 \$30.00
Shelby Cnty Judge of Probate, AL
10/01/2007 10:59:37AM 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)

Guy V. Martin, Jr., Esq
Martin, Rawson and Woosley, P.C.
#2 Metroplex Drive, Suite 102
Birmingham, AL 35209

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

AQUINAS MANAGEMENT, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

4097B Helena Road, Suite 103

CITY

Helena

STATE

AL

POSTAL CODE

35080

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Limited liability compari

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

ALAMERICA BANK

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

2170 Highland Avenue, Suite 150

CITY

Birmingham

STATE

AL

POSTAL CODE

35205

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, all additions, replacements, and proceeds thereof and all other property set forth in Schedule A attached hereto located on the real property described in Exhibit A attached hereto.

This filing is being recorded as additional security for mortgage filed in 20071001000457430.

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

Judge of Probate Shelby County

SCHEDULE A

20071001000457440 2/3 \$30.00
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All interest of Debtor, whether now owned or hereafter acquired, in the rights, interests and personal property (collectively referred to as 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, equipment, general intangibles, inventory, 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, motor vehicles and aircraft, 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 property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the real estate described in Exhibit A is located, including (*inter alia*) all *fructus naturales*, *fructus civiles*, and *fructus industriales*.

Without limiting the foregoing, all fixtures, machinery, equipment, office equipment and machines, inventory, farm products, vehicles and conveyances (including, without limitation, tractors, mowers, sweepers, snow removers, and other similar equipment), construction materials, building supplies, and articles of personal property (whether or not actually located on the real estate); including, but not limited to: heating, ventilating, humidifying and dehumidifying, air conditioning, laundry (including, without limitation, washers and dryers), incinerating, safety, power, plumbing, cleaning, fire prevention and fire extinguishing, and communications supplies, equipment, systems, and apparatus, lamps, chandeliers, and other lighting equipment and fixtures, vacuum cleaning systems, furnaces, boilers, radiators, piping, and coal stokers, plumbing and bathroom fixtures, sprinkler and alarm systems, washtubs, tanks, sinks, gas and electric fixtures, awnings, screens, window shades, storm doors and windows, ducts and compressors, rugs, carpet and other floor coverings, shades and draperies, partitions, elevators, escalators, pumps, motors, engines, conduits, dynamos, refrigerators, stoves, ranges, freezers, incinerators, kitchen equipment and appliances, and all other appliances and fittings, cabinets, shelving and lockers, plants, shrubbery and all landscaping and planting materials, and indoor and outdoor furniture and furnishings; all logos, trademarks, trade names, service marks, good will, and similar property; all books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts, and all other business and financial records and statements of all kinds; all computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware; all televisions, radios, receivers, recorders, cables, lines, apparatus and equipment of all kinds.

All personalty and other property described in the mortgage and security agreement or deed of trust and security agreement or deed to secure debt and security agreement executed by the Debtor in favor of or for the benefit of Secured Party.

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.

EXHIBIT A

Lots 1, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10, and 11 and any and all Common Area, according to the map or survey of Old Town Market Place, as recorded in Map Book 38, Page 130, in the Probate Office of Shelby County, Alabama.

Together with the following described property:

BEGIN AT THE SOUTHEAST MOST CORNER OF A RESURVEY OF OLD TOWN MARKET PLACE AS RECORDED IN MAP BOOK 38, PAGE 130, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA. THENCE N 87°31'26" W, FOR A DISTANCE OF 18.78', THENCE N 87°08'47" W FOR A DISTANCE OF 11.27 TO THE POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1475.00' SAID CURVE HAVING A CHORD DISTANCE OF 72.53' WITH A CHORD BEARING OF N 85°44'15" W, FOLLOW ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 72.54', THENCE N 84°19'43" W FOR A DISTANCE OF 181.93', THENCE N 5°40'17" E FOR A DISTANCE OF 99.29', THENCE N 84°19'49" W FOR A DISTANCE OF 162.30', THENCE N 6°44'12" E FOR A DISTANCE OF 43.79', THENCE S 53°45'10" E FOR A DISTANCE OF 11.21', THENCE S 75°07'39" E FOR A DISTANCE OF 25.36', THENCE S 64°55'18" E FOR A DISTANCE OF 19.88', THENCE S 60°34'42" E FOR A DISTANCE OF 17.15', THENCE S 77°00'30" E FOR A DISTANCE OF 15.33', THENCE S 84°17'27" E FOR A DISTANCE OF 26.95', THENCE S 82°52'36" E FOR A DISTANCE OF 15.44', THENCE S 85°05'17" E FOR A DISTANCE OF 49.53', THENCE N 77°28'27" E FOR A DISTANCE OF 14.07', THENCE N 84°49'31" E FOR A DISTANCE OF 19.25', THENCE N 48°57'07" E FOR A DISTANCE OF 142.30', THENCE N 59°08'10" E FOR A DISTANCE OF 50.13', THENCE N 52°38'53" E FOR A DISTANCE OF 49.87', THENCE N 39°03'10" E FOR A DISTANCE OF 3.57', THENCE S 3°18'44" E FOR A DISTANCE OF 297.94' TO THE POINT OF BEGINNING.