



20071205000551890 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
12/05/2007 02:44:01PM 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)
David A. Weissmann Weissmann & Zucker, P.C. 3490 Piedmont Road, Suite 650 Atlanta, Georgia 30305

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 River Glen Village, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 3423 Piedmont Road, Suite 235			CITY Atlanta	STATE GA	POSTAL CODE 30305	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability co.	1f. JURISDICTION OF ORGANIZATION Georgia	1g. ORGANIZATIONAL ID #, if any GA-07087525		<input 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
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		<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 Regions Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS One Glenlake Parkway, Suite 400			CITY Atlanta	STATE GA	POSTAL CODE 30328	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All those types of items described on Exhibit "B" attached hereto and by this reference made a part hereof, and to the extent tangible, located on the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

This UCC-1 is to be cross-indexed in real estate records.

This UCC-1 is filed as additional security for indebtedness in the original principal amount of \$2,800,000.00 secured by a mortgage filed simultaneously herewith on which taxes have already been paid.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	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	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

Alabama



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UCC FINANCING STATEMENT ADDENDUM

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9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME River Glen Village, 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
11d. TAX ID #: SSN OR EIN	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 EXHIBIT "A" ATTACHED HERETO

16. Additional collateral description:

SEE EXHIBIT "B" ATTACHED HERETO

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

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



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EXHIBIT "A"

Lot 6, River Ridge Plaza as recorded in Map Book 26, page 14, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

DEBTOR: **RIVER GLEN VILLAGE, LLC, A GEORGIA LIMITED LIABILITY COMPANY**

SECURED PARTY: **REGIONS BANK**

The following is a list of all those items and types of property covered by the Financing Statement. The headings of sections are for convenience only and do not affect the meaning of the list. Capitalized words bear the meanings given them in that certain Mortgage and Security Agreement by and between Debtor and Secured Party dated November 30, 2007, and the instruments executed pursuant to the terms thereof.

1. **Fixtures, Building Equipment and Materials.** All of Debtor's right, title and interest in and to all gas and electric fixtures, radiators, heating fixtures, heaters, space heaters, water heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, plumbing, awnings, window shades, drapery rods, drapes, brackets, screens, storm sashes, carpeting and other floor coverings, incinerators, mirrors, mantles, air conditioning apparatus, refrigerating plants, refrigerators, iceboxes, dishwashers, carpeting, laundry equipment, cooking apparatus and appurtenances, and all building supplies and material and equipment now or hereafter delivered to those certain premises described in Exhibit "A" attached hereto and made a part hereof, as the same may hereafter be improved (the "Premises") and intended to be installed therein, and any other furnishings, furniture, machinery, equipment, material, appliances and fixtures now or hereafter installed or placed by Debtor in the Premises for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage; fire extinguishers and any other safety equipment required by governmental regulation or law; all inventory, accounts, chattel paper, deposit accounts, books and records, document, equipment, fixtures, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever constituting proceeds acquired with cash proceeds of any of the property described hereinabove; such other goods, equipment, chattels and personal property owned by Debtor from time to time located within the Premises and all renewals or replacements thereof or articles in substitution thereof and all of the estate, right, title and interest of the Debtor in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the management, maintenance and operation thereof; all rents, issues, profits, revenues and benefits from any present or future tenant or occupant upon the Premises; all extensions, additions, improvements, betterments, after-acquired property renewals, replacements and substitutions or proceeds from permitted sale of any of the foregoing, all tradenames, trademarks, servicemarks, logos, and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Premises and the improvements located thereon or any part thereof and are now hereafter acquired by Debtor; and all condemnation awards and insurance proceeds in any way related to the Premises; all accounts receivable arising out of or in connection with the Premises; all of Debtor's right, title and interest in or to any documentation in any way whatsoever related to the Premises; all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described and to be secured by the Mortgage and Security Agreement.


2. **Contract Rights.** All agreements of sale, leases, licenses, license agreements, options, easement agreements, declarations of covenants, permits, approvals, judgments, liens and any other agreements or instruments or choses in action of any kind or nature, in the Premises or any part thereof, whether now existing or hereafter entered into or issued or created. Such contract rights shall include but not be limited to the rents and leases referred to in the Mortgage and Security Agreement, and all sales agreements for condominium units at the Premises, and Debtor's right to receive the earnest money and proceeds thereunder.

3. **Insurance Policies.** All policies of insurance, whether now existing or hereafter entered into, insuring or relating to all or any part of the Premises or the improvements constructed thereon including, but not limited to, insurance against loss or damage to the improvements by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage", business interruption insurance, comprehensive public liability insurance, workmen's compensation insurance, boiler and machinery insurance, insurance against loss or damage to the personal property by fire and other risks covered by insurance of the type now known as "fire and extended coverage" and such other insurance as may be required by Secured Party against the same or other hazards.

4. **Escrow Accounts.** All right, title and interest of Debtor in and to all reserve or escrow agreements and the funds established thereby pursuant to the Mortgage and Security Agreement, the Note and that certain Loan Agreement dated on or about the same date by and between Debtor and Secured Party regarding the loan evidenced by the Note.

5. **Proceeds.** All proceeds of all or any part of the Premises or any other collateral described herein, including but not limited to all payments, proceeds, rents, issues and profits derived therefrom, and all proceeds of sale, lease, insurance or condemnation including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

The Security Agreement for this financing statement is contained in that certain Mortgage and Security Agreement from Debtor to Secured Party and filed in the records of the Office of the Judge of Probate of Shelby County, Alabama.


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