

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

20071217000566380 1/5 \$34.00  
Shelby Cnty Judge of Probate, AL  
12/17/2007 10:36:52AM FILED/CERT

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

K. Tyler Hill, Esq. (800) 359-9009

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LandAmerica Financial Group  
1850 N. Central Avenue #300  
Phoenix, AZ 85004  
Attn: A. Brown  
Escrow No. 07-54367

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

ARCITERRA SHOPPES AT ALABASTER AL, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

2720 East Camelback Road, Suite 220

CITY

Phoenix

STATE

AZ

POSTAL CODE

85016

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

Arizona

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

WACHOVIA BANK, NATIONAL ASSOCIATION

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

100 South Ashley Drive, P.O. Box 1825

CITY

Tampa

STATE

FL

POSTAL CODE

33601-1825

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

SEE SCHEDULE TO FINANCING STATEMENT ATTACHED HERETO AND MADE A PART  
HEREOF.

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) [optional] [ADDITIONAL FEE]

☐ All Debtors

☐ Debtor 1

☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR	9a. ORGANIZATION'S NAME <b>ARCITERRA SHOPPES AT ALABASTER AL, LLC</b>		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX



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## 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

OR	11a. ORGANIZATION'S NAME				
	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)

OR	12a. ORGANIZATION'S NAME				
	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 TO  
SCHEDULE TO FINANCING  
STATEMENT ATTACHED HERETO  
AND MADE A PART HEREOF.**

16. Additional collateral description:

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



**SCHEDULE TO UCC-1**

DEBTOR: ARCITERRA SHOPPES ALABASTER AL, LLC an Arizona limited liability company

SECURED PARTY: WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association

This Financing Statement covers the following types and items of property: all goods, fixtures, equipment, inventory, accounts, accounts receivable, contract rights, commissions, choses in action, money, general intangibles, documents, instruments and chattel paper and all other property of whatever nature now or hereafter located on the real property described on Exhibit A attached to this Financing Statement and made a part hereof or used in connection with, arising in connection with or otherwise related to the real property described on Exhibit A attached to this Financing Statement and made a part hereof, wherever located, now in existence or hereafter created or acquired, and such real property, and all proceeds (including insurance proceeds), products, substitutions, accessions, additions, replacements, renewals, modifications, and extensions thereof, including, without limitation, the real and personal property described below and all proceeds thereof (collectively, the "Property"):

A. Any and all buildings and improvements now or hereafter erected on, under or over the real property described on Exhibit A (the "Improvements");

B. Any and all fixtures, machinery, equipment and other articles of real, personal or mixed property, belonging to Mortgagor, at any time now or hereafter installed in, attached to or situated in or upon the real property described on Exhibit A, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the real property described on Exhibit A, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the "Service Equipment"), including without limitation: (i) all appliances, furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and platforms; all pipes, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the real property described on Exhibit A during the course of, or in connection with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing;

C. Any and all sales contracts, leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the real property described on Exhibit A, Improvements, Service Equipment or all or any other portion of the Property and all extensions, renewals, amendments, modifications and replacements thereof, and any options,




rights of first refusal or guarantees relating thereto (collectively, the "Leases"); all rents, income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the real property described on Exhibit A, Improvements, Service Equipment or all or any other portion of the Property including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (collectively, the "Rents"); all of the following personal property (collectively referred to as the "Contracts"): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature relating to the real property described on Exhibit A, Improvements, Service Equipment or all or any other portion of the Property or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the real property described on Exhibit A, Improvements, Service Equipment or all or any other portion of the Property;

D. Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefiting or appurtenant to the real property described on Exhibit A, Improvements or all or any other portion of the Property; all means of access to and from the real property described on Exhibit A Improvements or all or any other portion of the Property, whether public or private; all streets, alleys, passages, ways, water courses, water and mineral rights relating to the real property described on Exhibit A, Improvements or all or any other portion of the Property; all rights of Debtor as declarant or unit owner under any declaration of condominium or association applicable to the real property described on Exhibit A, Improvements or all or any other portion of the Property including, without limitation, all development rights and special declarant rights; and all other claims or demands of Debtor, either at law or in equity, in possession or expectancy of, in, or to the real property described on Exhibit A, Improvements or all or any other portion of the Property (all of the foregoing described in this subsection D herein called the "Appurtenances"); and

E. Any and all "proceeds" of any of the real property described on Exhibit A, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code, as amended, (the "Code") of the State in which the Property is located (collectively, the "Proceeds") and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the real property described on Exhibit A, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory.

**EXHIBIT A**

  
20071217000566380 5/5 \$34.00  
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**LEGAL DESCRIPTION**

Lot 4, according to the map or survey of Balmoral Phase I Resurvey No. 1, as recorded in Map Book 36, Page 129, in the Probate Office of Shelby County, Alabama.