

20071218000569470 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
12/18/2007 03:30:04PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Jenny G. Pair (205) 521-8345	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Jenny G. Pair Bradley Arant Rose & White LLP 1819 Fifth Avenue North 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 Highway 11/31 LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2101 6th Avenue North, Suite 750 Attn: William*			CITY Birmingham	STATE AL	POSTAL CODE 35203
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any DE-4449448 ☐ 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
2d. SEE INSTRUCTIONS		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 Regions Bank					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1900 5th Avenue North, 15th Floor			CITY Birmingham	STATE AL	POSTAL CODE 35203

4. This FINANCING STATEMENT covers the following collateral:

*A. Leitner, III

See attached Exhibit A with attached Exhibit B included herein by reference for description of collateral.

Filed with: Probate Judge, Shelby County, Alabama

20071218000569450.

This document is filed simultaneously with the Mortgage and Security Agreement filed in Book _____, Page _____.

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 Shelby Co, AL (R0911-94480) Highway 11/31 Colonial Properties							



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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME		
Highway 11/31 LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ 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 and made a part hereof.

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

16. Additional collateral description:

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

EXHIBIT "A"
TO UCC-1 FINANCING STATEMENT
BY AND BETWEEN
HIGHWAY 11/31 LLC, AS DEBTOR, AND
REGIONS BANK, AS SECURED PARTY

LEGAL DESCRIPTION

Parcel I:

Lots 4, 5 and 6 according to the survey of Colonial Promenade Alabaster South as recorded in Map Book 38, Page 119A and B, in the Probate Office of Shelby County, Alabama.

Together with that certain Slope Easement as recorded in Instrument 2006020600058230 in the Probate Office of Shelby County, Alabama.

Parcel II:

Lots 2, 8 and 19 according to the survey of Colonial Promenade Alabaster South as recorded in Map Book 38, Page 119A and B, in the Probate Office of Shelby County, Alabama.

Together with that certain Slope Easement as recorded in Instrument 2006020600058230 in the Probate Office of Shelby County, Alabama.

Parcel III:

Lots 9, 10, 11, 12, 13, 14 and 15 according to the survey of Colonial Promenade Alabaster South as recorded in Map Book 38, Page 119A and B, in the Probate Office of Shelby County, Alabama.

Together with that certain Slope Easement as recorded in Instrument 2006020600058230 in the Probate Office of Shelby County, Alabama.

Parcel IV:

Lot 12B and 12D according to the survey of Tutwiler Farm-Phase II Resurvey No. 4 as recorded in Map Book 227, Page 53, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

EXHIBIT "B"
TO UCC-1 FINANCING STATEMENT
BY AND BETWEEN
HIGHWAY 11/31 LLC, AS DEBTOR, AND
REGIONS BANK, AS SECURED PARTY

COLLATERAL COVERED. This Financing Statement covers all of Debtor's estate, right, title and interest of Debtor in and to that certain Ground Lease and Option Agreement dated December 1, 2005, by and between The Commercial Development Authority of the City of Alabaster, Alabama and Colonial Realty Limited Partnership (the "Ground Lease") recorded in Instrument 20060111000019860 and assigned by Assignment of Ground Lease and Option Agreement recorded in Instrument 200611100019870 and Instrument 2006011100019880 from Colonial Realty Limited Partnership to Highway 31 Alabaster Two, LLC and those tracts (or parcels) of land particularly described in Exhibit A attached hereto and made a part hereof and (collectively, the "Real Estate");

All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures, machinery, equipment, furniture, furnishings, and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used solely or intended to be used solely in connection with or with the operation of said property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterment, renewals and replacements to any of the foregoing; and

All fixtures, attachments, appliances, equipment and tangible personal property owned by the Debtor and now or at any time hereafter located on or at the real estate more particularly described on the Real Estate and used or useful in connection with the operation of the retail center operated thereon including, but not limited to, all goods, machinery, tools, insurance proceeds, equipment (and including but not limited to fire sprinklers and alarm systems and equipment for air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), office and all other indoor or outdoor furniture, wall safes, furnishings, appliances, inventory, rugs, carpets and other floor covering, draperies and drapery rods and brackets, awnings, window shades, and other lighting fixtures and office maintenance and other supplies, and all other articles belonging to the Debtor or leased to the Debtor that are now or hereafter located in the buildings or on the grounds of the Real Estate, and any additions, substitutions or accessions thereto. Provided, however, that with respect to those items which are leased and not owned by Debtor, this security interest covers the leasehold interest only of Debtor, together with any options to purchase any of said items and any additional or greater rights with respect to such items which Debtor may hereafter acquire.

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



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estates, rights, titles, interests, privileges, liberties, tenements, hereditament, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, 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 Debtor of, in and to the same, including but not limited to:

All rents, profits, issues, and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues, and profits thereof; and

All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets; and

All Debtor's right in and to all permits, service and maintenance agreements, or any other contracts or agreements relating to the operation of the retail center on the Real Estate.