	 	 •••
1.11111	 	
. <u></u>	 	
•••	 	
•		

20080128000035740 1/5 \$34.00 Shelby Cnty Judge of Probate, AL 01/28/2008 03:10:50PM FILED/CERT

LLOW INSTRUCTIONS (front and back) CAREFULLY NAME & PHONE OF CONTACT AT FILER [optional]				
John D. Pickering (205)251-8100				
SEND ACKNOWLEDGMENT TO: (Name and Address)	··			
· · · · · · · · · · · · · · · · · · ·	——————————————————————————————————————			
John D. Pickering				
Balch & Bingham LLP				
P.O. Box 306				
Birmingham, AL 35201-030				
•				
	THE ABOVE	E SPACE IS FO	R FILING OFFICE US	SEONLY
DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name	(1a or 1b) - do not abbreviate or combine names			· · · · · · · · · · · · · · · · · · ·
1a. ORGANIZATION'S NAME				
CSA Properties, Inc.				
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
: MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
400 Union Hill Drive, Suite 300	Birmingham	AL	35203	US
TAX ID #: SSN OR EIN ADD'L INFO RE 1e. TYPE OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any		<u></u>
ORGANIZATION	Alabama	1	·	NON
				NON
ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only of 2a. ORGANIZATION'S NAME	ne debtor name (2a or 2b) - do not abbreviate or con	nbine names	·····	<u> </u>
Za. ORGANIZATION S NAIVIL				
R 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
2D. INDIVIDUAL S LAST NAIVIE				
		OTATE	IDOCTAL CODE	COLINTEN
c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
				<u> </u>
d. TAX ID #: SSN OR EIN ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID#, if any	
DEBTOR	\	ļ		NON
. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGN	NOR S/P) - insert only <u>one</u> secured party name (3a o	or 3b)		· · · · · · · · · · · · · · · · · · ·
3a. ORGANIZATION'S NAME		· ···		
Compass Bank				
R 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
15 South 20th Street	Birmingham	AL	35233	US
. This FINANCING STATEMENT covers the following collateral:				
All that collateral more particularly described in E	xhibit A, attached hereto and made	e a part hered	of.	

4 pages attached (Addendum, Exhibit A and Exhibit B).

				<u>,</u>		
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 [I ESTATE RECORDS. Attach Addendum	or record] (or recorded) in the	e REAL 7, Check to REC applicable) [ADDITIONAL	UEST SEARCH REPOR FEE)	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA To be	e filed with the She	elby County Probate	Court			

20080128000035740 2/5 \$34.00 Shelby Cnty Judge of Probate, AL
01/28/2008 03:10:50PM FILED/CERT

FOL	C FINANCING STATE LOW INSTRUCTIONS (front and b	ack) CAREFULLY	· · · · · · · · · · · · · · · · · · ·
	9a. ORGANIZATION'S NAME CSA Properties, Inc.	ID) ON RELATED FINANCING	SIAIGNENI
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
10.	MISCELLANEOUS:		
re	his financing statement is recorded simultaneously here aid.		

20080125000032750

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

I THE ABOVE SPACE IS FOR FILING OFFICE				CE USE UNLI
1. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one	name (11a or 11b) - do not abbreviate or combine	names		
11a. ORGANIZATION'S NAME			·	
)R	· 1			
111b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
TO, MAILING ADDRESS		GIAIL	FOSTAL CODE	COONTIN
1d. TAX ID #: SSN OR EIN ADD'L INFO RE 11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. OR	GANIZATIONAL ID #, if a	ny
ORGANIZATION DEBTOR		1		Пмс
				NC
	S NAME - insert only <u>one</u> name (12a or 12b)			
12a. ORGANIZATION'S NAME				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
. This FINANCING STATEMENT covers timber to be cut or as-extracted	16. Additional collateral description:			
Real property described on Exhibit B, attached hereto and made a part hereof.				
Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest): Record Owner: Debtor				

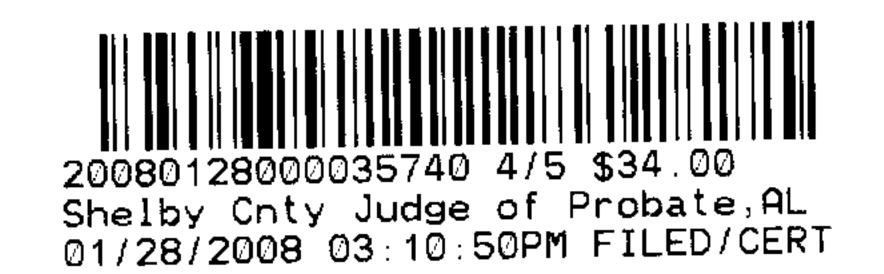
20080128000035740 3/5 \$34.00 Shelby Cnty Judge of Probate, AL 01/28/2008 03:10:50PM FILED/CERT

EXHIBIT A

Description of Collateral

The following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of the Lender or hereafter acquired by the Borrower and subject to the lien of this Mortgage, or intended to be so, as the same may be constituted from time to time is hereinafter sometimes referred to as the "Mortgaged Property") to-wit:

- (a) All that tract or parcel or parcels of land and estates particularly described on Exhibit A attached hereto and made a part hereof (the "Land");
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, 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 actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");
- (c) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (d) 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, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, 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 the Borrower, 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 Borrower of, in and to the same, including but not limited to:
- (i) All rents, royalties, profits, issues and revenues of the Land and Improvements 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 Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise)



to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' 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;

- (e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (f) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above.

.

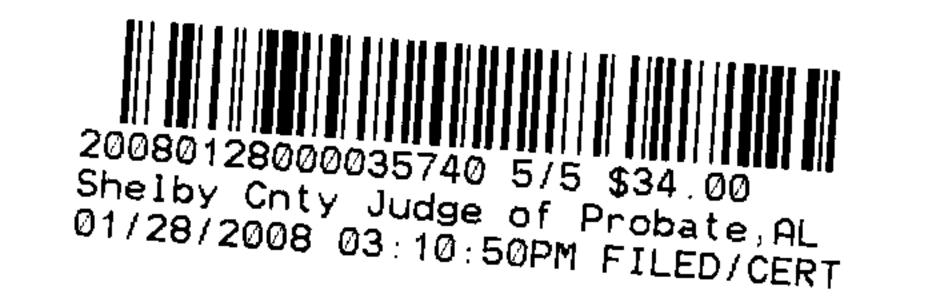


EXHIBIT B

DESCRIPTION OF MORTGAGED PROPERTY

Lot 5, according to the survey of Pelham Town Center, recorded on November 30, 2007 at Map Book 39, Page 69 in the Probate Office of Shelby County, Alabama.

Less and except any portion of the subject property lying within a road right of way.