



20080317000108380 1/5 \$34.00  
Shelby Cnty Judge of Probate, AL  
03/17/2008 12:28:50PM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Randolph H. Lanier 205-226-3487

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

Randolph H. Lanier  
Balch & Bingham LLP  
1901 Sixth Avenue North  
Suite 1500  
Birmingham, Alabama 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**

Regency Capital II, Inc.

OR

**1b. INDIVIDUAL'S LAST NAME**

**FIRST NAME**

**MIDDLE NAME**

**SUFFIX**

**1c. MAILING ADDRESS**

2222 Arlington Avenue

**CITY**

Birmingham

**STATE**

AL

**POSTAL CODE**

35205

**COUNTRY**

USA

**1d. TAX ID #: SSN OR EIN**

**ADD'L INFO RE  
ORGANIZATION  
DEBTOR**

**1e. TYPE OF ORGANIZATION**

corporation

**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**

First American Bank

OR

**3b. INDIVIDUAL'S LAST NAME**

**FIRST NAME**

**MIDDLE NAME**

**SUFFIX**

**3c. MAILING ADDRESS**

1927 First Avenue North, 2nd Floor, Commercial R. E.

**CITY**

Birmingham

**STATE**

AL

**POSTAL CODE**

35203

**COUNTRY**

USA

**4. This FINANCING STATEMENT covers the following collateral:**

All that Collateral more particularly described on Exhibit A, attached hereto and made a part hereof.

4 pages attached (consisting of Addendum, Exhibit A and Exhibit B)

Given as additional security for \$3,150,000 real estate mortgage recorded contemporaneously herewith

**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 FEE] [optional]** ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

**8. OPTIONAL FILER REFERENCE DATA**

Fixture Filing -- Shelby County, Alabama



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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 Regency Capital II, Inc.		
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. 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:

Real Property described on Exhibit B, 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):

Record Owner: DEBTOR (Regency Capital II, Inc.)

### 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

### DESCRIPTION OF COLLATERAL

- (a) All buildings, structures, and improvements of every nature whatsoever (the **"Improvements"**) now or hereafter situated on the real property described in **Exhibit B** (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 Debtor and used or intended to be used in connection with or with the operation of said Land and Improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- (b) All accounts (as presently or hereafter defined in the UCC), goods, contracts and contract rights relating to the Land and the Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the operation, management and sale of all or any part of the Land and Improvements;
- (c) 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, interest, 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 Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
  - (i) All rents, fees, 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, Improvements or Collateral, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, Improvements or Collateral, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable



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attorney's fees actually incurred by Secured Party, 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;

- (d) 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 the Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (e) All proceeds and all products of any of the foregoing items or types of property described in(a) - (d) 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) - (d) above.

Record Owner of Real Estate:            **Debtor:** Regency Capital II, Inc., an Alabama corporation



**EXHIBIT B**  
**Description of Real Property**

Lot 13D, according to Cahaba Park South Resurvey No. 2 as recorded in Map Book 13, Page 57 in the Probate Office of Shelby County, Alabama, together with a non-exclusive easement for storm drainage as reserved by the grantor for the benefit of the above described property in the Deed recorded at Deed Real Book 92, Page 839 in the Probate Office of Shelby County, Alabama, the location of said easement being the easement across the northeast portion of Lot 14B as reflected in the Amended Map of a Resurvey of Lot 14 of Cahaba Park South as recorded in Map Book 10, Page 15 in the Probate Office of Shelby County, Alabama, and together with a non-exclusive rights and easements granted to the grantor for the benefit of the above described property with respect to storm water drainage in the Agreement recorded in Book 92, Page 687 in the Probate Office of Shelby County, Alabama.

Together with rights granted in that certain Agreement recorded in Real 92, page 687 and that certain Grading Easement recorded in Real 257, page 649, in the Probate Office of Shelby County, Alabama.



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