

20080408000141490 1/4 \$32.00  
Shelby Cnty Judge of Probate, AL  
04/08/2008 11:13:12AM FILED/CERT

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
W. Bradford Roane, Jr., Esq. 205-344-5000
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
W. Bradford Roane, Jr., Esq. Rosen Harwood, P.A. Post Office Box 2727 Tuscaloosa, Alabama 35403-2727

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	VALLEYDALE HOSPITALITY, LLC			
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3838 Derby Down Drive	Tuscaloosa	AL	35405	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATION ID#, if any
		Limited Liability Company	Alabama	<input checked="" 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. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATION 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	CITY	STATE	POSTAL CODE	COUNTRY
2222 9 <sup>th</sup> Street	Tuscaloosa	AL	35401	USA

4. This FINANCING STATEMENT covers the following collateral.

See Exhibit "A" attached.

This financing statement is to be cross-indexed in the real estate records.

Mortgage Tax Paid on Mortgage recorded simultaneously herewith as Instrument Number 20080408000141480

The Amount of indebtedness secured hereby is \$12,450,000.00

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

File with Judge of Probate for Shelby County, Alabama

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



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

OR	9a. ORGANIZATION'S NAME		
	VALLEYDALE HOSPITALITY, LLC		
	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

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATION 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 B attached hereto and incorporated herein by reference for all purposes.

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

Debtor

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"**  
**COLLATERAL DESCRIPTION ITEM 4 (CONTINUED)**

- (a) All of that tract or parcel or parcels of land and estates particularly described on **Exhibit "B"** 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 Debtor 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 they may be located (the "**Improvements**");
- (c) All accounts, general intangibles, payment 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 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 the Debtor 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 Debtor 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) All funds of Debtor held on deposit with Secured Party designated the "Construction Proceeds Account" and the "Sinking Fund Account."
- (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 accounts, inventory, 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.



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Debtor Name:  
VALLEYDALE HOSPITALITY, LLC

**EXHIBIT "B"**  
**LEGAL DESCRIPTION ITEM 14 (CONTINUED)**

Lot 2C, according to A Resurvey of Lot 2, An Amendment to Survey of an Amendment To The Concourse at Riverchase, dated January 2006, prepared by Gonzalez-Strength & Associates, Inc., as more particularly described as follows:

A parcel of land situated partly in the Southwest quarter of the Northeast quarter and partly in the Southeast quarter of the Northwest quarter of Section 30, Township 19 South, Range 2 West Shelby County, Alabama, and being a part of lot 2A, A Resurvey Of An Amendment To The Concourse At Riverchase, and being more particularly described by metes and bounds as follows:

Begin at the Northeast corner of Lot 2A, A Resurvey of An Amendment To The Concourse At Riverchase said point also being on the Western-most right of way of Riverchase Parkway, R.O.W. Varies, and also being on the Southern-most right of way of the Woods Of Riverchase Drive (R.O.W. Varies); thence run South along the Western-most right of way of Riverchase Parkway for a distance of 42.16 feet to the point of beginning of a curve turning to the left said curve having a radius of 500.37 feet, a central angle of 27 degrees 20 minutes 23 seconds, and a chord distance of 236.50 feet; thence run along the arc of said curve and along said right of way for a distance of 238.76 feet to the point of beginning of a reverse curve turning to the right, said curve having a radius of 30.00 feet, a central angle of 46 degrees 07 minutes 23 seconds, and a chord distance of 23.50 feet; thence run along the arc of said curve and along said right of way for a distance of 24.15 feet to a point on the Northern-most right of way of Concourse Parkway, (70' R.O.W.); thence turn an interior angle to the left from chord of said curve 133 degrees 52 minutes 38 seconds and run in a Westerly direction along said right of way for a distance of 375.47 feet; thence leaving said right of way turn an interior angle to the left of 104 degrees 03 minutes 54 seconds and run in a Northwesterly direction for a distance of 324.63 feet to a point on the Southern-most right of way of the aforementioned Woods of Riverchase Drive; thence turn an interior angle to the left of 63 degrees 13 minutes 36 seconds and run in a Southeasterly direction along said right of way for a distance of 182.79 feet to the point of beginning of a curve turning to the left, said curve having a radius of 223.97 feet, a central angle of 30 degrees 37 minutes 25 seconds, and a chord distance of 118.29 feet; thence run along the arc of said curve and along said right of way for a distance of 119.71 feet to the point of tangency of said curve; thence run along a line tangent to said curve and along said right of way for a distance of 97.98 feet to the point of beginning of a curve turning to the right, said curve having a radius of 221.11 feet, a central angle of 42 degrees 18 minutes 55 seconds, and a chord distance of 159.61 feet; thence run along the arc of said curve and along said right of way for a distance of 163.30 feet to the POINT OF BEGINNING. Said parcel contains 135,748 square feet or 3.12 acres more or less.