



20080501000179720 1/5 \$34.00  
Shelby Cnty Judge of Probate, AL  
05/01/2008 04:14:46PM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

**Brittany Hamrick (205) 458-5180**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**R. Mike Yarbrow, Esq.  
Burr & Forman LLP  
3400 Wachovia Tower  
420 North 20th Street  
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

**Daniel Senior Living of Inverness I, LLC**

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

**3595 Grandview Parkway, Suite 400**

CITY

**Birmingham**

STATE

**AL**

POSTAL CODE

**35243**

COUNTRY

**USA**

1d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

**LLC**

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. 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

**The Teachers' Retirement System of Alabama**

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

**135 South Union Street**

CITY

**Montgomery**

STATE

**AL**

POSTAL CODE

**36130**

COUNTRY

**USA**

4. This FINANCING STATEMENT covers the following collateral:

**See Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.**

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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]		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

**Shelby County, AL**



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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

OR **Daniel Senior Living of Inverness I, LLC**

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. SEE INSTRUCTIONS

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 **The Employees' Retirement System of Alabama**

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

**135 South Union Street**

CITY

**Montgomery**

STATE

**AL**

POSTAL CODE

**36130**

COUNTRY

**USA**

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.**

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



**EXHIBIT "A"**

**Legal Description of Property**

  
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**Parcel 1:**

Lot 1, according to the Final Plat of Danberry Village, as recorded in Map Book 39, Page 139, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

**Parcel 2:**

A tract of land situated in the South 1/2 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 1 inch crimp iron, being the Northeast Corner of the SE 1/4 of the SW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run in a Southerly direction along the East line of said 1/4 - 1/4 Section a distance of 237.22 feet to a point; thence 90°00'00" to the right in a Westerly direction a distance of 1260.66 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003), being the Point of Beginning of the parcel herein described, said point being a P.O.C. (Point on Curve) of a curve to the right having a radius 225.00 feet and a central angle of 7°24'19"; thence 84°13'39" to the left (angle measured to tangent) in a Southerly direction along the arc of said curve a distance of 29.08 feet to the P.T. (Point of Tangent), being a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence tangent to said curve in a Southerly direction a distance of 107.11 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003), being the P.C. (Point of Curve) of a curve to the left having a radius of 1255.00 feet and a central angle of 0°04'50"; thence in a Southerly direction along the arc of said curve a distance of 1.76 feet to a P.O.C. (Point on Curve), being a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 90°04'50" to the right (angle measured from tangent) in a Westerly direction a distance of 125.06 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 90°00'00" to the right in a Northerly direction distance of 116.87 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 90°00'00" to the right in a Easterly direction a distance of 60.30 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 39°11'11" to the left in a Northeasterly direction a distance of 33.24 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 39°11'11" to the right in a Easterly direction a distance of 37.12 feet to the Point of Beginning.

Along with the Beneficial Rights to the Easement Agreement, by and between Daniel Senior Living of Inverness II, LLC, and Daniel Senior Living of Inverness I, LLC, dated May 1, 2008, to be recorded in the Probate Office.



**EXHIBIT B**

All of the Debtor's right, title and interest in and to the following described collateral, whether now or hereafter existing or now owned or hereafter acquired or accrued (collectively referred to herein as the "Collateral"):

(a) All buildings, structures, and improvements of every nature acquired or paid for with the proceeds of the loans and/or funds advanced by the Debtor pursuant to the Loan Agreement, including, but not limited to, all site work, mechanical systems, electrical systems, landscaping, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to the real property described on Exhibit "A" (the "Land") or said buildings, structures or improvements, together with all items acquired in substitution therefor or as a renewal or replacement thereof; and

(b) All fixtures, personal property, furniture and equipment acquired with the proceeds of the loan and/or funds advanced by Debtor pursuant to the Loan Agreement, including, but not limited to, beds, linens, televisions, telephones, carpeting, cash registers, computers, lamps, rehabilitation equipment, glassware, restaurant and kitchen equipment, recreation equipment and maintenance equipment, together with all equipment, personal property and fixtures acquired in substitution therefor or as a renewal or replacement thereof, and the proceeds thereof; provided, however, that with respect to any items which are leased and not owned, the Collateral shall include the leasehold interest only, together with any options to purchase any of said items and any additional or greater rights with respect to such items hereafter acquired ;

(c) All accounts (including accounts receivable) owned by Debtor and/or its affiliates and arising from the operation of the Land, including but not limited to rights to payment for goods sold or leased or for services rendered not evidenced by any instrument, and rights to payment from reimbursement contracts, and the proceeds thereof received from the sale, exchange, transfer, collection or other disposition or substitution thereof;

(d) All general intangibles and other intangible property of Debtor arising out of or connected with the Collateral (other than accounts, rents, instruments, inventory and permits);

(e) All instruments, chattel paper, documents or other writings obtained by Debtor from or in connection with the operation of the Land (including, without limitation, all ledger sheets, computer records and printouts, data bases, programs, books of account and files relating thereto);

(f) All leases or occupancy agreements between the Debtor and residents of the Collateral, the leases or occupancy agreements between the Debtor and the operator, and all other leases with respect to any space in the Collateral;

(g) All licenses, permits and certificates of Debtor and any of its affiliates used or useful in connection with the ownership, operation, use or occupancy of the Collateral including, without limitation, business licenses, state health department licenses, food service licenses, licenses to conduct business, certificates of need and all other permits, licenses and rights, obtained from any governmental, quasi-governmental or private person or entity whatsoever concerning the ownership, operation, use or occupancy of the Collateral; and



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(h) All proceeds (whether cash or non-cash, moveable or immoveable, tangible or intangible), including proceeds of insurance and condemnation, from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the Collateral.

(i) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter located on, under, or above the Land or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

(j) All rent and other payments of whatever nature from time to time payable pursuant to the leases and any other operating agreements, leases, subleases or other agreements for occupancy of any portion of the Collateral, or for retail space or other space at the Land (including, without limitation, rights to payment earned under leases or subleases for space in the Collateral for the operation of ongoing retail businesses such as newsstands, barbershops, beauty shops, physicians' offices, pharmacies and specialty shops) and all rents, profits, issues, and revenues of the Collateral 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, the right to receive and retain the rents, issues, and profits thereof; and

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