

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

20080527000214740 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
05/27/2008 03:39:47PM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER (optional)
Lisa Morrison 205-488-3605

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Julia G. Bernstein, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
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

| | | | | | | | |
|--|---|---|---|---|----------------------|----------------|---|
| OR | 1a. ORGANIZATION'S NAME Honea Properties, L.L.C. | | | | | | |
| | 1b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | | |
| 1c. MAILING ADDRESS 347 Highland View Drive | | | CITY Birmingham | STATE AL | POSTAL CODE 35242 | COUNTRY USA | |
| 1d. <u>SEE INSTRUCTIONS</u> | | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION limited liability company | 1f. JURISDICTION OF ORGANIZATION Alabama | | | 1g. ORGANIZATIONAL ID #, if any <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

| | | | | | | |
|-----------------------------|----------------------------|---|--------------------------|----------------------------------|-------------|--|
| OR | 2a. ORGANIZATION'S NAME | | | | | |
| | 2b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 2c. MAILING ADDRESS | | | CITY | STATE | POSTAL CODE | COUNTRY |
| 2d. <u>SEE INSTRUCTIONS</u> | | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | | 2g. ORGANIZATIONAL 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)

| | | | | | | |
|---|---|--|--------------------|-------------|----------------------|----------------|
| OR | 3a. ORGANIZATION'S NAME Regions Bank | | | | | |
| | 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 3c. MAILING ADDRESS 1900 Fifth Avenue North, Upper Lobby, Regions Center | | | CITY Birmingham | STATE AL | POSTAL CODE 35203 | COUNTRY USA |

4. This FINANCING STATEMENT covers the following collateral:

All types (or items) of property described on Schedule I attached hereto and made a part hereof.

Some of the property described in Schedule I is now, or may in the future become, affixed to the Land described on Exhibit A to Schedule I attached hereto and made a part hereof. The Debtor is the record owner of said land.

* This financing statement is filed as additional security for the indebtedness secured by a Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.

TO BE FILED IN: Judge of Probate of Shelby County, Alabama

5. ALTERNATIVE DESIGNATION [If applicable]: ☐ LESSEE/LESSOR ☐ COSIGNEE/COSIGNOR ☐ 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) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2 [ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA
Regions/Golden Bird: C/M #2-3086 (Doc ID #01641739)

FILING OFFICE COPY – UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC Financing Statement
Regions Bank/Golden Bird
01641739.1

UCC FINANCING STATEMENT ADDENDUM

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

| | | | |
|----|---|------------|---------------------|
| OR | 9a. ORGANIZATION'S NAME Honea Properties, L.L.C. | | |
| | 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 debtor 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. <u>SEE INSTRUCTIONS</u> | ADD'L INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | | 11g. ORGANIZATIONAL ID #, if any <input checked="" 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 A attached hereto.

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.

FILING OFFICE COPY – UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

**SCHEDULE I
TO
FINANCING STATEMENT**

20080527000214740 3/5 \$34.00
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This financing statement covers the following items (or types) of property:

(a) **Land.** The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together

with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (i) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (ii) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (iii) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.


(i) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, **Borrower** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Borrower is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

**EXHIBIT A TO
FINANCING STATEMENT**
(Real Estate Description)


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A parcel of land situated in NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

From a 4" x 4" concrete monument at the SE corner of Section 27, township 19 South, Range 1 West, run thence West along the south boundary of said Section 27 a distance of 2488.85 feet to a point that is 2813.86 feet East of a 2" pipe at the SW corner of said Section 27; thence turn 81 deg. 16 min. 53 sec. right and run 2117.49 feet to a $\frac{1}{2}$ " rebar on the Northerly boundary of U.S. Highway #280 (varying width R.O.W.), being the point of beginning of herein described parcel of land; thence continue along said course and along an accepted property line a distance of 273.92 feet to a $\frac{1}{2}$ " rebar on the Southerly boundary of Shelby County Road #280 (80' R.O.W.), said point being on a curve concave right having a delta angle of 25 deg. 05 min. 16 sec. and tangents of 416.10 feet; thence turn 96 deg. 08 min. 42 sec. right and run a chord distance of 381.69 feet to a $\frac{1}{2}$ " rebar on said curve boundary at a point of intersection with the Westerly boundary of Old Harpersville Road (40' R.O.W.); thence turn 135 deg. 35 min. 00 sec. right and run 296.46 feet along said road boundary to a $\frac{1}{2}$ " rebar on the Northerly boundary of aforementioned U.S. Highway #280; thence turn 38 deg. 29 min. 30 sec. right and run 46.56 feet along said highway boundary to a $\frac{1}{2}$ " rebar; thence turn 26 deg. 33 min. 54 sec. left and run 111.80 feet along said highway boundary to the point of beginning of herein described parcel of land, situated in the NW $\frac{1}{4}$ -SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ -SW $\frac{1}{4}$ of Section 27, Township 19 South, Range 1 West.

Subject to a 30' perpetual non-exclusive easement across the Southerly portion of aforescribed parcel of land, used as a service road and described to-wit: From a $\frac{1}{2}$ " rebar at the SW corner of aforescribed parcel of land, being the point of beginning of herein described 30' perpetual non-exclusive easement, run thence North along the West boundary of aforescribed parcel of land a distance of 30.00 feet to a point; thence turn 90 deg. 00 min. 00 sec. right and run 60.58 feet to a point on the Northwesterly boundary of U.S. Highway #280 (varying width R.O.W.); thence turn 153 deg. 39 min. 18 sec. right and run 67.60 feet along said highway boundary to the point of beginning of herein described perpetual non-exclusive easement.