



20080912000363920 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
09/12/2008 03:43:00PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ray D. Gibbons, Esq.
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2119

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 Two Riverchase, LLC				
	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 2343 Pelham Parkway		CITY Pelham	STATE AL	POSTAL CODE 35124	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION lim. liab. co.	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				
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 <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 Cadence Bank, N.A.				
	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS 6801 Cahaba Valley Road, Suite 200		CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto for description of collateral.

This financing statement is filed in connection with a Mortgage and Security Agreement being filed simultaneously herewith, on which the appropriate mortgage tax has been paid.

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. See Instruction Debtor(s)

8. OPTIONAL FILER REFERENCE DATA

Shelby County, Alabama

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR	9a. ORGANIZATION'S NAME Two Riverchase, 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.	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)

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 for description of real estate.

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 Public-Finance Transaction — effective 30 years

SCHEDULE "A" TO UCC-1 FINANCING STATEMENT
NAMING TWO RIVERCHASE, LLC AS "DEBTOR" AND
CADENCE BANK, N.A. AS "SECURED PARTY"

(DESCRIPTION OF COLLATERAL)

"Collateral" means the following: All of Debtor's interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto:

(A) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more 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 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 said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Collateral, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Collateral;

(C) 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 the Land or under or above the same 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 Collateral 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; and

(D) All rents, issues, profits, revenues and proceeds of and from the Collateral, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Collateral, or any part thereof), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same.

Capitalized terms not specifically defined herein shall have the same respective meanings as are given to those terms in the Uniform Commercial Code as presently adopted and in effect in the State of Alabama (except in cases with respect to Collateral when perfection, the effect of non-perfection, and the priority of a Lien in the Collateral is governed by another jurisdiction, in which case such capitalized terms shall have the meanings attributed to those terms under such other jurisdiction).

EXHIBIT "A"
(DESCRIPTION OF LAND)


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All that certain lot or piece or parcel of land with the buildings and improvements thereon, situate, lying and being in the West ½ of the SW ¼ of Section 19, Township 19 South, Range 2 West, County of Shelby and State of Alabama, bounded and described as follows:

Commence at the Southwest corner of Section 19; thence North along the West line of said Section 1469.50 feet; thence 90°00'00" right 658.74 feet to the Point of Beginning, said point also being on the 422.00 foot contour line of (H.S.L. Datum) of a lake; thence 68°13'06" right 64.19 feet; thence 82°01'19" left 30.00 feet; thence 90°00'00" right 18.00 feet; thence 90°00'00" left 14.00 feet; thence 90°00'00" right 65.00 feet; thence 90°00'00" right 14 feet; thence 90°00'00" left 20.00 feet; thence 93°19'21" right 15.00 feet; thence 87°58'03" left 48.34 feet; thence 22°53'36" right 184.83 feet; thence 69°20'00" right 13.00 feet; thence 49°14'51" left 59.40 feet; thence 40°45'09" left 20.00 feet; thence 90°00'00" right 186.22 feet to the 422.00 foot contour line of (H.S.L. Datum) a lake; thence along said contour line 667 feet, more or less, said contour line being more particularly described by the following traverse line; thence from last stated course 88°26'39" right 70.15 feet; thence 08°38'28" right 81.95 feet; thence 117°48'59" left 52.42 feet; thence 110°16'51" right 62.37 feet; thence 23°22'36" right 68.36 feet; thence 39°46'14" right 5.05 feet; thence 05°18'48" left 143.00 feet; thence 06°27'41" left 128.93 feet to the Point of Beginning.