



20091002000374130 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
10/02/2009 08:54:25 AM 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)	
Linda Sorensen, ServisFirst Bank P O Box 1508 Birmingham, Alabama 35201-1508	

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				
DAS PROPERTIES, INC.				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
13024 PEMBROOKE VALLEY COURT		ST. LOUIS	MO	63141
1d. TAX ID #: SSN OR EIN		1e. TYPE OF ORGANIZATION		1f. JURISDICTION OF ORGANIZATION
43-1607967		Corporation		Missouri
ADD'L INFO RE ORGANIZATION DEBTOR		1g. ORGANIZATIONAL ID #, if any		<input 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				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN		2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION
ADD'L INFO RE ORGANIZATION DEBTOR		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)

3a. ORGANIZATION'S NAME				
ServisFirst Bank				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
P O Box 1508		Birmingham	AL	35201-1508
				USA

4. This FINANCING STATEMENT covers the following collateral: All of the fixtures and furnishings now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule A attached hereto and made a part hereof, located at (Parcel I) 8384 Highway 25 S, Calera, Alabama, Shelby County, (Parcel II) 3801 MDS Road, Pell City, Alabama, St. Clair County, real property described on Exhibits "A", "B" and "C".

This Financing Statement is filed as additional Security in connection with a Mortgage and Security Agreement being filed simultaneously herewith, on which the appropriate Mortgage tax is being paid.

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				

10252

SCHEDULE A

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All those certain tracts or parcels of land located in Shelby/St Clair County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and

(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, fixtures, appliances, and now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, 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 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 Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and

(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 Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, 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, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

(e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.



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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel I

Begin at the mid-point of the East side of Section 5, Township 24 North, Range 13 East and proceed North 6 deg. 00 min. West along Section line a distance of 933.09 feet to the Southeast corner of property now owned by Everett Wayne Snell; thence run West along the South line of said Snell property a distance of 175.0 feet to the Southwest corner of same; thence run North along the West line of said Snell property a distance of 100.0 feet to the South line of Alabama Highway No. 25; thence West along the South right of way line of said Highway a distance of 25.0 feet; thence South and parallel with the East line of said section line a distance of 1033.09 feet; more or less, to the South line of SE 1/4 of NE 1/4 of said Section 5; thence run East along the South line of said 1/4 1/4 a distance of 200 feet to the point of beginning.

Also a parcel of land situated in the SE 1/4 of NE 1/4 of Section 5, Township 24 North, Range 13 East and in the SW 1/4 of the NW 1/4 of Section 4, Township 24 North, Range 13 East, and more particularly described as follows:

Begin at the mid-point of the East side of Section 5, Township 24 North, Range 13 East and proceed North 6 deg. 00 min. West along said line 933.09 feet to the point of beginning of said tract; thence at an angle of 30 deg. 56 min. to the right a distance of 166.7 feet to the South Boundary of Alabama Highway 25; thence at an angle of 121 deg. 03 min. to the left and along said South boundary a distance of 60.0 feet to the East line of said Section 5; thence continue along same 175.0 feet; thence at an angle of 89 deg. 53 min. to the left a distance of 100.0 feet; thence at an angle of 90 deg. 07 min. to the left a distance of 175.0 feet to the point of beginning.

Less and except the following:

The following described property, lying and being in Shelby County, Alabama, and more particularly described as follows (and as also shown on the right of way map of Project No. ST. 44-10 on record in the State of Alabama Highway Department and recorded in the Office of the Judge of Probate of Shelby County, Alabama and as shown on the



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EXHIBIT "B"

(continued)

Property Plat attached to the Decree of Condemnation in Case No. 31-091, in the Probate Court of Shelby County, Alabama, recorded as Instrument No. 1992-29177.

Commencing at the southwest corner of SW 1/4 of NW 1/4, Section 4, Township 24 North, Range 13 East; thence northerly along the West line of said SW 1/4 of NW 1/4, a distance of 1020 feet, more or less, to a point that is 35 feet southeasterly of and at right angles to the centerline of Project No. S-44-10 and the point of beginning of the property herein; thence South 86 deg. 45 min. 17 sec. West, parallel with the centerline of said project, a distance of 200 feet, more or less, to the west property line; thence northerly along said west property line a distance, of 10 feet, more or less, to the present south right of way line of Alabama Highway No. 25; thence easterly along said south right of way line a distance of 260 feet, more or less, to the southeast property line; thence southwesterly along said southeast property line, a distance of 10 feet, more or less to a point that is 35 feet southeasterly of and at right angles to the centerline of said project; thence South 86 deg. 45 min. 17 sec. West, parallel with the centerline of said project, a distance of 55 feet, more or less, to the point of beginning. Said strip of land lying in the SE 1/4 of NE 1/4 Section 5 and SW 1/4 of NW 1/4 Section 4, Township 24 North, Range 13 East.

All being situated in Shelby County, Alabama.

Parcel II

A parcel of land situated in the south half of the north half of Section 31, township 16 South, Range- 4 East, St. Clair County Alabama, being more particularly described as follows: Begin at the southwest corner of the southwest quarter of the northeast quarter of Section 31, Township 16 South, Range 4 East, and run west along the south line of the southeast quarter of the northwest quarter of said section a distance of 113.24 feet to a point; thence 89 degrees 16 minutes 27 seconds to the right in a northerly direction a distance of 483.26 feet to a point; thence 90 degrees 00 minutes to the right in an easterly direction a distance of 340.00 feet to a point on the westerly line of a 60 foot road right of way; thence 90 degrees 00 minutes to the right in a southerly direction along said right of way line, a distance of 68.04 feet to a point on a curve to the left having a radius of 60.00 feet and a central angle of 150 degrees 00 minutes; thence 60 degrees 00 minutes to the right (angle measured to tangent) along the arc of said curve and said right of way line a distance of 157.08 feet to a point; thence 90 degrees 00 minutes to the right (angle measured to tangent) in a



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EXHIBIT "C"

southerly direction a distance of 307.95 feet to a point on the south line of the southwest quarter of the northeast quarter of said Section; thence 90 degrees 43 minutes 33 seconds to the right in a westerly direction along said south line a distance of 256.79 feet to the point of beginning. According, to the survey by Walter W. Schoel, Jr., Ala. Reg. #3092, dated November 7, 1988.



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