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Shelby Cnty Judge of Probate, AL
10/15/2009 01:03:55 PM FILED/CERT

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Julia 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 NALL PARTNERSHIP, LTD.				
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 119 Euclid Avenue		CITY Birmingham	STATE AL	POSTAL CODE 35213	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited partnership	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

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S LAST NAME BURNHAM	FIRST NAME WESLEY	MIDDLE NAME L.	SUFFIX Jr.	
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 ☐ 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 RBC BANK (USA)				
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1927 First Avenue North		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 and Schedule II 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 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: **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

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

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 NALL PARTNERSHIP, LTD.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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 ☒ 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


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This financing statement covers the following items (or types) of property:

(a) **Land.** The land located in Jefferson and Shelby Counties, 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 Grantor 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”).

(a) **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 Grantor (all of the foregoing hereinafter collectively called the “Improvements,” and together with the Land called the “Real Property”).

(b) **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 Grantor 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”).

(c) **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 Grantor under the federal Bankruptcy Code.

(d) **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 Grantor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(e) **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 Grantor 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.

(f) **General Intangibles and Agreements.** (1) 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 Grantor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) 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 (3) 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.

(g) **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.

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

As used in this Schedule I, **Grantor** 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 Grantor is a record owner of the Land.

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


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SCHEDULE II
TO
FINANCING STATEMENT

This financing statement covers the following items (or types) of property:

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibit A attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Grantor is the lessor or sublessor, including the existing leases, if any, described on Exhibit B attached hereto and made a part hereof (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Grantor of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Grantor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Grantor for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Grantor may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and

(d) any award, dividend or other payment made hereafter to the Grantor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

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



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EXHIBIT A
TO
FINANCING STATEMENT

TRACT "B"

A parcel of land located in the Northeast 1/4 of Section 4, Township 19 South, Range 2 West, and the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 19 South, Range 2 West, all in Shelby County, Alabama, more particularly described as follows:

Begin at the Northeast corner of Section 4, Township 19 South, Range 2 West; thence in a Westerly direction along the North line of said Section 4, a distance of 1588.12 feet; thence 48°49'45" left, in a Southwesterly direction a distance of 236.84 feet; thence 3°11'48" left in a Southwesterly direction a distance of 508.95 feet; thence 2°15'12" left in a Southwesterly direction a distance of 412.0 feet; thence 82°57' right in a Northwesterly direction a distance of 79.0 feet; thence 30°51' left in a Westerly direction a distance of 201.0 feet; thence 90° right in a Northerly direction a distance of 258.0 feet; thence 37°57' right in a Northeasterly direction a distance of 207.0 feet; thence 6°11'29" left in a Northeasterly direction a distance of 379.33 feet; thence 11°35'29" right in a Northeasterly direction a distance of 170.11 feet to the intersection with the North line of said Section 4; thence 131°10'15" left in a Westerly direction along the North line of said Section 4 to the intersection with the Southeasterly right of way line of Acton Road; thence in a Southwesterly direction along said right of way line to the intersection with the West line of the Northeast 1/4 of said Section 4; thence 33°37'45" left in a Southerly direction along said West line of said Section 4, a distance of 1366.15 feet; thence 112°21'45" left, in a Northeasterly direction a distance of 494.18 feet; thence 12°05'15" right in a Northeasterly direction a distance of 683.44 feet; thence 11°49' left, in a Northeasterly direction a distance of 574.27 feet; thence 2°45'45" right in a Northeasterly direction a distance of 773.80 feet; thence 3°55'15" left in a Northeasterly direction a distance of 585.62 feet; thence 49°44'45" left in a Northeasterly direction a distance of 134.22 feet to the Southwest corner of Lot 39 River Estates, as recorded in Map Book 4, page 27, in the Probate Office of Shelby County, Alabama; thence 112°53'30" left in a Southwesterly direction a distance of 203.96 feet; thence 145°53'30" right in a Northeasterly direction a distance of 345.0 feet to a point in the Westerly line of said Lot 39; thence 33° left, in a Northeasterly direction along the Westerly line of said Lot 39, a distance of 360.0 feet to the Northwest corner of said Lot 39, said point being the Southwesterly line of River Estates Road; thence 73°30' left in a Northwesterly direction along said Southwesterly line of River Estates Road, a distance of 83.45 feet to the intersection with the North line of the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 19 South, Range 2 West; thence 31°26' left in a Westerly direction along the North line of said 1/4 - 1/4 section a distance of 417.20 feet to the Point of Beginning.

Less and except any portion of subject property lying within a road right of way.

Situated in Shelby County, Alabama.

LESS AND EXCEPT that portion conveyed in Instrument 200209/6959, in the Probate Office of Jefferson County, Alabama, and re-recorded in Instrument 20020710000318550 in the Probate Office of Shelby County, Alabama, more particularly described as follows:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 West lying South and West of an unnamed tributary of Cahaba River; and that part of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 West lying North and West of an unnamed tributary of Cahaba River, more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 West, said corner being the Point of Beginning of the property herein described; thence run Northerly along the West boundary of said 1/4 - 1/4 section a distance of 356.4 feet; thence turn an angle to the right of 125°02'25" and run in a Southeasterly direction a distance of 219.6 feet; thence turn



an angle to the right of $31^{\circ}09'51''$ and run in a Southeasterly direction along the centerline of an unnamed tributary of the Cahaba River a distance of 190.1 feet, more or less, to the centerline of an unnamed tributary of the Cahaba River; thence turn an angle to the right of $62^{\circ}58'14''$ and run in a Southwesterly direction along the centerline of an unnamed tributary of the Cahaba River a distance of 406.0 feet, more or less, to the West boundary of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 West; thence turn an angle to the right of $140^{\circ}49'30''$ and run Northerly along the West boundary of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 West, a distance of 258.4 feet, more or less, back to the point of beginning.

All of said property lies in the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 West, Jefferson County, Alabama, Birmingham Division and in Shelby County, Alabama.

TRACT "C"

A parcel of land located in the South 1/2 of the Southeast 1/4 of Section 33, Township 18 South, Range 2 West and the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 18 South, Range 2 West, all in Jefferson County, Alabama, more particularly described as follows:

Begin at the Southeast corner of said Section 33; thence in a Westerly direction along the South line of said Section 33, a distance of 1588.12 feet; thence $41^{\circ}10'15''$ right in a Northwesterly direction a distance of 159.10 feet; thence $94^{\circ}26'22''$ right in a Northeasterly direction a distance of 163.65 feet; thence $94^{\circ}26'22''$ left in a Northwesterly direction a distance of 62.01 feet; thence $71^{\circ}49'10''$ right in a Northeasterly direction a distance of 69.25 feet to the beginning of a curve to the right, having a central angle of $18^{\circ}10'50''$ and a radius of 600.0 feet; thence in a Northeasterly direction along said curve a distance of 190.39 feet to end of curve; thence in a Northeasterly direction a distance of 97.0 feet; thence 90° right in a Southeasterly direction a distance of 218.43 feet; thence 90° left in a Northeasterly direction a distance of 264.98 feet; thence $15^{\circ}31'$ left in a Northeasterly direction a distance of 331.28 feet; thence $67^{\circ}21'45''$ left in a Northwesterly direction a distance of 345.73 feet; thence $91^{\circ}56'55''$ left in a Southwesterly direction a distance of 629.60 feet; thence $16^{\circ}53'14''$ left in a Southwesterly direction a distance of 499.50 feet; thence $11^{\circ}42'54''$ right in a Southwesterly direction a distance of 398.89 feet to the intersection with the South line of said Section 33, said point being 494.09 feet East of the Southwest corner of the Southeast 1/4 of said Section 33; thence $48^{\circ}49'45''$ right in a Westerly direction along said South line of said Section 33 to the intersection with the Southeasterly right of way line of Acton Road; thence in a Northeasterly and Easterly direction along said right of way line until it intersects the Southwesterly right of way line of River Estates Road as shown on Plat of River Estates and recorded in Map Book 53, page 55 in the Probate Office of Jefferson County, Alabama; thence in a Southeasterly direction along said right of way of River Estates Road to the intersection with the South line of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 18 South, Range 2 West; thence $148^{\circ}34'$ right in a Westerly direction along the South line of said 1/4 - 1/4 section a distance of 417.20 feet to the Point of Beginning.

Less and except any portion of subject property lying within a road right of way.

EXCEPT the following 50 foot wide road right of way located in the Southwest 1/4 of the Southeast 1/4 of said Section 33:

Commence at the Southwest corner of said Southwest 1/4 of Southeast 1/4; thence in an Easterly direction along the South line of said 1/4 - 1/4 section, a distance of 494.09 feet; thence $48^{\circ}49'45''$ left in a Northeasterly direction a distance of 398.89 feet to the point of beginning of herein described 50 foot wide road right of way, said point being the P.I. of a curve to the left having a central angle of 35° and a tangent of 90.0 feet; thence $75^{\circ}28'45''$ left in a Northwesterly direction along the tangent extended of said curve, a distance of 90.0 feet to the end of said curve; thence in a Northwesterly direction along the centerline of said 50 foot wide road right of way to the intersection with the Southeasterly right of way of Acton Road, said point being the end of herein described right of way.

Exhibit A

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Situated in Jefferson County, Alabama, Birmingham Division.

TRACT "D"

A parcel of land located in the South 1/2 of the Southeast 1/4 of Section 33, Township 18 South, Range 2 West, more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 33, Township 18 South, Range 2 West, thence in an Easterly direction along the South line of said 1/4 section a distance of 494.09 feet; thence 48°49'45" left in a Northeasterly direction a distance of 398.89 feet; thence 11°42'54" left in a Northeasterly direction a distance of 499.50 feet to the Point of Beginning; thence 16°53'14" right in a Northeasterly direction a distance of 629.60 feet; thence 91°56'55" right in a Southeasterly direction a distance of 345.73 feet; thence 67°21'45" right in a Southwesterly direction a distance of 331.28 feet; thence 15°31' right in a Southwesterly direction a distance of 264.98 feet; thence 90° right in a Northwesterly direction a distance of 488.43 feet to the Point of Beginning.

Less and except any portion of subject property lying within a road right of way.

EXHIBIT B
TO
FINANCING STATEMENT

(Existing Leases)

Lessor

See Land Corporation and
Altadena Valley Golf Club,
Inc.

Lessee

Altadena Valley Golf and
Country Club

Date

January 26, 1966