

20091230000476970 1/6 \$36.00
Shelby Cnty Judge of Probate, AL
12/30/2009 02:20:27 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Randolph H. Lanier (205) 226-3487	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Randolph H. Lanier, Esq. Balch & Bingham LLP 1901 Sixth Avenue North, Suite 1500 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 Street Residential Construction, L.L.C.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 5800 Feldspar Way		CITY Hoover	STATE AL	POSTAL CODE 35244
1d. TAX ID #: SSN OR EIN		1e. TYPE OF ORGANIZATION limited liability 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

2a. ORGANIZATION'S NAME				
OR	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	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 Superior Bank				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 17 North 20th Street, Attn: Commercial Loans		CITY Birmingham	STATE AL	POSTAL CODE 35203

4. This FINANCING STATEMENT covers the following collateral:

All that Collateral more particularly described in Exhibit A, attached hereto and made a part hereof.

Given as additional security for real estate mortgage with a secured value of \$2,000,000.00 recorded contemporaneously herewith.

5 pages attached (Addendum, plus Exhibit A and Exhibit B)

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		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

Fixture Filing -- File in 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 Street Residential Construction, 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 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. TAX ID #: SSN OR EIN	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:

Real Property described on Exhibit B, attached hereto and made a part hereof

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Record Owner: DEBTOR
(Street Residential Construction, L.L.C.)

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

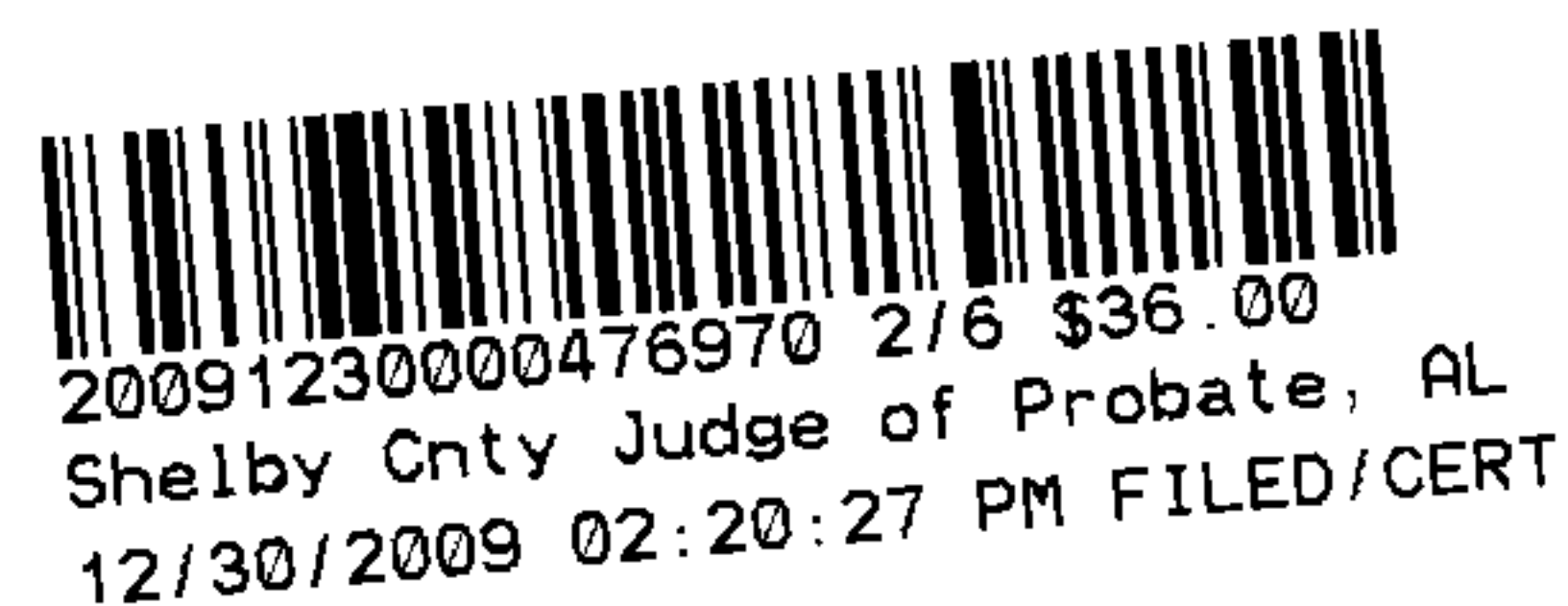


EXHIBIT A
DESCRIPTION OF COLLATERAL

- (a) All buildings, structures, and improvements of every nature whatsoever (the “**Improvements**”) now or hereafter situated on the real property described on **Exhibit B** (the “**Land**”), and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said Land and Improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- (b) All accounts (as presently or hereafter defined in the Alabama Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, equipment leases, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
 - (i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created or otherwise, or under any other agreement or license for use of any part of the Land and Improvements, whether written or verbal, or with respect to any letting of, or of any agreement for the use or occupancy of the Land and Improvements or any part thereof; and
 - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements or Collateral, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, Improvements or Collateral, or any part thereof, or to any rights appurtenant thereto, including any award for change of

grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's fees actually incurred by Secured Party, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

- (d) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (e) All proceeds and all products of any of the foregoing items or types of property described in (a) - (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with proceeds of any of the foregoing items or types of property described in (a) - (d) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: **Debtor** – Street Residential Construction, L.L.C.,
an Alabama limited liability company



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EXHIBIT "B"



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I

A tract of land located in the North-West quarter of the North-East quarter and the North-West quarter of Section 26, Township 20 South, Range 4 West, of the Huntsville Principal Meridian, Shelby County, Alabama, described as follows:

Begin at the southeast corner of the South-East quarter of the North-West quarter; thence west along the south boundary of said quarter-quarter a distance of 546.27 feet to the center line of a public road conveyed to Shelby County by United States Steel Corporation by document dated June 3, 1966 (Shelby County Road #93); thence along the center line of said road for the following four (4) courses; 1) thence turning an angle of 122 degrees, 58 minutes to the right 123.14 feet to the beginning of an arc of a curve, said curve turning to the left, having a radius of 573.69 feet and being subtended by a central angle of 81 degrees, 32 minutes, 30 seconds; 2) thence along the arc of said curve 816.46 feet; 3) thence along a straight line tangent to said curve 2,010.81 feet to the point of beginning of an arc of a curve tangent to said straight line, said curve turning to the right, having a radius of 573.69 feet, being subtended by a central angle of 53 degrees, 39 minutes, 38 seconds, having a chord length of 517.87 feet; 4) thence along the arc of said curve 537.29 feet to the north boundary of Section 26, said point being 382.51 feet east of the northwest corner of Section 26; thence east along the north boundary of Section 26 to the northeast corner of the North-West quarter of the North-East quarter; thence south 00 degrees 04 minutes 06 seconds East along the east boundary of the North-West quarter of the North-East quarter 985.20 feet; thence South 89 degrees 29 minutes 05 seconds West 630.23 feet; thence South 00 degrees 01 minutes 41 seconds East 347.26 feet to the South boundary of the North-West quarter of the North-East quarter; thence west along the south boundary of the North-West quarter of the North-East quarter to the southeast corner of the North-East quarter of the North-West quarter; thence south along the east boundary of the South-East quarter of the North-West quarter to the southeast corner of the said quarter-quarter, said point also being the point of beginning;

LESS AND EXCEPT from the above that part platted and described as Lots 22-A and 23-A, according to the Resurvey of Lots 21, 22, and 23 Quail Ridge, as recorded in Map Book 39, Page 149, in the Probate Office of Shelby County, Alabama; and

ALSO LESS AND EXCEPT: Part of the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama, described as follows:


Begin at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 26 and thence run North 89 degrees 16 minutes 34 seconds East along the North line of said 1/4-1/4 section for 419.47 feet; thence run South 00 degrees 34 minutes 58 seconds East for 99.49 feet; thence run South 31 degrees 45 minutes 41 seconds West for 374.62 feet; thence run South 10 degrees 45 minutes 34 seconds West for 769.87 feet to a point on the Northeasterly right-of-way of Shelby County Highway #93; thence run North 49 degrees 02 minutes 47 seconds West along said road right-of-way for 1,086.35 feet to the point of the beginning of the curve to the right, having a radius of 533.69 feet and a central angle of 53 degrees 59 minutes 00 seconds; thence run Northerly along said road right-of-way and said curve for 502.84 feet to a point on the North line of the Northwest 1/4 of the Northwest 1/4 of said Section 26; thence run 89 degrees 30 minutes 10 seconds East along said 1/4-1/4 section for 922.87 feet to the point of beginning.

II

Part of the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama, described as follows:

Begin at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 26 and thence run North 89 degrees 16 minutes 34 seconds East along the North line of said 1/4-1/4 section for 419.47 feet; thence run South 00 degrees 34 minutes 58 seconds East for 99.49 feet; thence run South 31 degrees 45 minutes 41 seconds West for 374.62 feet; thence run South 10 degrees 45 minutes 34 seconds West for 769.87 feet to a point on the Northeasterly right-of-way of Shelby County Highway #93; thence run North 49 degrees 02 minutes 47 seconds West along said road right-of-way for 1,086.35 feet to the point of the beginning of the curve to the right, having a radius of 533.69 feet and a central angle of 53 degrees 59 minutes 00 seconds; thence run Northerly along said road right-of-way and said curve for 502.84 feet to a point on the North line of the Northwest 1/4 of the Northwest 1/4 of said Section 26; thence run 89 degrees 30 minutes 10 seconds East along said 1/4-1/4 section for 922.87 feet to the point of beginning;

LESS AND EXCEPT from the above that part platted and described as Lots 22-A and 23-A, according to the Resurvey of Lots 21, 22, and 23 Quail Ridge, as recorded in Map Book 39, Page 149, in the Probate Office of Shelby County, Alabama;


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