
20100312000073260 1/3 \$120.00 Shelby Cnty Judge of Probate, AL 03/12/2010 11:23:46 AM FILED/CERT

MIDDLE NAME

POSTAL CODE

35201-1508

STATE

AL

SUFFIX

COUNTRY

USA

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] Corporation Service Company 1-800-858-5294 B. SEND ACKNOWLEDGMENT TO: (Name and Address) 48523227 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Alabama Shelby THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY , DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names 1a. ORGANIZATION'S NAME Canaan Systems, Inc. 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 1c. MAILING ADDRESS CITY POSTAL CODE STATE COUNTRY 166 Cheshire Road Westover USA AL 35147 1d. SEE INSTRUCTIONS 1e. TYPE OF ORGANIZATION ADD'L INFO RE 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any ORGANIZATION Corp. AL NONE DEBTOR 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 POSTAL CODE STATE COUNTRY 2d. SEE INSTRUCTIONS ADD'L INFO RE 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any ORGANIZATION DEBTOR 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

4. This FINANCING STATEMENT covers the following collateral:

All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements, and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

Birmingham

FIRST NAME

CITY

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 if being paid.

Total of Indebtness \$60,000.00

ServisFirst Bank

3c. MAILING ADDRESS

P O Box 1508

3b. INDIVIDUAL'S LAST NAME

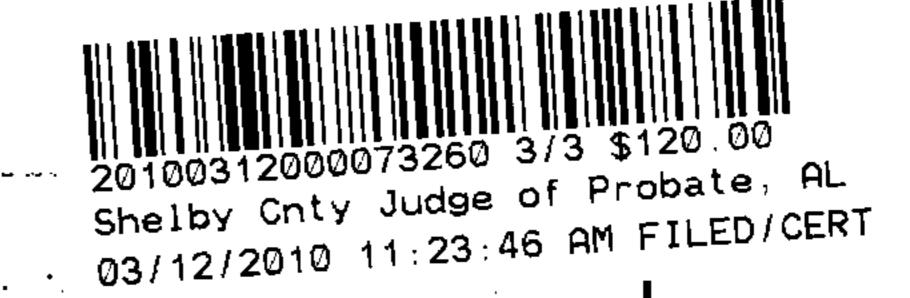
		CONSIGNEE/C	CONSIGNOR BAI	ILEE/BAILOR	SELLER/BUYER	AG, LIEN	NON-U	JCC FILING
This FINANCING STATEMENT is to be filed (ESTATE RECORDS. Attach Addendum	for record] (or recorded) i	n the REAL 7	Check to REQUEST S [ADDITIONAL FEE]		RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1	Debtor 2
B. OPTIONAL FILER REFERENCE DATA					- · · · · · · · · · · · · · · · · · · ·			
9085							48	3523227

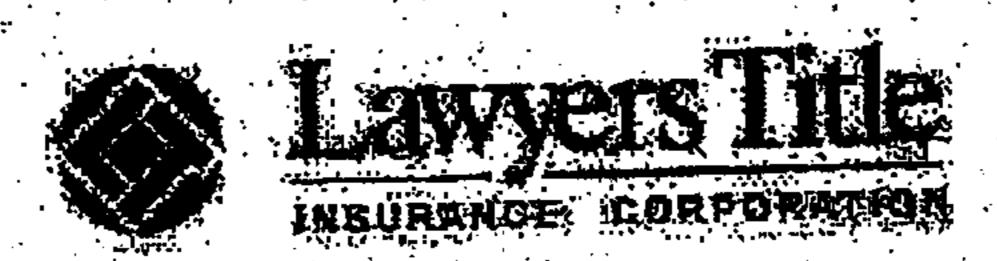
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SCHEDULE I

All Debtors' 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:

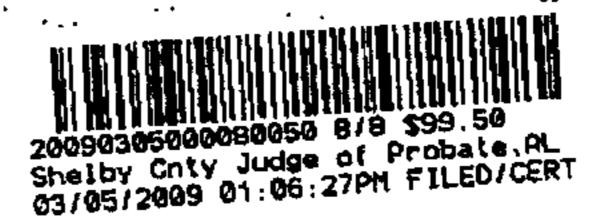
- (a) All those certain tracts or parcels of land located in <u>Shelby</u> County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and
- (b) All buildings, structures and improvements of every nature whatsoever now or hereafter 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, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever 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 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 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.





COMMITMENT FOR TITLE INSURANCE SCHEDULE A - PARAGRAPH 5 (continued) EXHIBIT A LEGAL DESCRIPTION

Commencing at the Southwest comer of Section 23, Township 19 South, Range 1 East; thence proceed East along the South line of said Section 23, a distance of 2042.00 feet; thence North 01 degree 48 minutes 00 seconds East, a distance of 325.12 feet to the North right of way of U.S. Hwy. No. 280; and the POINT OF BEGINNING: thence continuing along the same course a distance of 287.99 feet to the Southeast right of way of Cheshire Road; thence North 31 degrees 21 minutes 03 seconds East along said right of way a distance of 566.34 feet; thence South 01 degree 17 minutes 47 seconds West a distance of 403.43 feet; thence South 17 degrees 34 minutes 32 seconds West, a distance of 265.14 feet to the North right of way of U.S. Hwy. No. 280; thence South 77 degrees 51 minutes 47 seconds West, along said right of way a distance of 63.53 feet; thence South 45 degrees 19 minutes 02 seconds West along said right of way a distance of 125.90 feet; thence South 77 degrees 19 minutes 47 seconds West, along said right of way a distance of 64.35 feet to the POINT OF BEGINNING. Situated in the East 1/2 of the SE 1/4 of the SW 1/4 of Section 23, Township 19 South. Range 1 East, Shelby County, Alabama. According to the survey of Erank W. Wheeler, dated May 23, 1996.



This commitment is invalid unless the insuring Provisions and Schedules A and B are allached.

Commitment No. 146103 Schedule A-Paragraph 4 -- Continued

:ALTA Commitment (6-17-06)