



20100406000102750 1/6 \$36.00
Shelby Cnty Judge of Probate, AL
04/06/2010 12:33:52 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone:(800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)	14954 GRANDBRIDGE RE
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	22697867 ALAL FIXTURE
File with: CC AL Shelby, AL	

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 WB Equities I Trust, Inc.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 14 Monterey Drive			CITY Manhasset Hills	STATE NY	POSTAL CODE 11040-1030	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION BUSINESS TRUST	1f. JURISDICTION OF ORGANIZATION DE		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	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 <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 Royal Indemnity Company						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS c/o Royal Investment Management Company 9300 Arrowpoint Boulevard			CITY Charlotte	STATE NC	POSTAL CODE 28273-8135	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See attached Exhibit B for description of collateral. Original filing lapsed. Original file # 2000-25691 filed on 8/1/2000. This financing statement is filed as additional security to the mortgage recorded 6/28/2000 as file number 2000-21563 in the Probate Office of Shelby County, Alabama.

Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$0.00
Mortgage tax due (\$.15 per \$100.00 or fraction thereof) \$0.00

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) [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA	
22697867	Royal 39-9500121

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

10. MISCELLANEOUS

22697867-AL-117

14954 GRANDBRIDGE RE

File with: CC AL Shelby, AL 39-9500121

Royal

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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. SEE INSTRUCTION	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:

Description: See attached Exhibit A 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 Manufactured-Home Transaction
☐ Filed in connection with a Public-Finance Transaction



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EXHIBIT A TO UCC FINANCING STATEMENT

Legal Description

PARCEL 1:

A parcel of land situated in the Northeast 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Section 36; thence run South along the East line of said Section 36 a distance of 266.80 feet; thence turn $117^{\circ}40'00''$ right and run Northwesterly 165.21 feet to a point on the Westerly right of way line of U.S. Highway 31; thence turn $110^{\circ}54'05''$ left to the tangent of a curve to the left, said curve having a radius of 1,752.68 feet, run along the arc of said curve and said road right of way for 16.26 feet to the Southeast corner of Lot 1 according to the survey of Walgreens-Pelham, as recorded in Map Book 23, page 88, in the Office of the Probate of Shelby County, Alabama, and the point of beginning; thence continue along said curve and said road right of way for 70.67 feet to a point; thence turn $90^{\circ}00'00''$ left from the tangent to said curve at said point and run Easterly along said road right of way for 15.00 feet; thence turn $90^{\circ}00'00''$ right to the tangent of a curve to the left, said curve having a radius of 1,737.68 feet, and run along the arc of said curve and said road right of way for 189.15 feet to a point; thence turn $94^{\circ}22'17''$ right from the tangent to said curve at said point and run Westerly for 239.68 feet; thence turn $95^{\circ}24'00''$ right and run Northeasterly for 116.68 feet to a point on the Southeast line of said Lot 1; thence turn $50^{\circ}36'53''$ right and run Northeasterly along said lot line for 257.43 feet to the point of beginning.


Now Known As:

Lot 1, according to the Survey of Dinsmore Resurvey, as recorded in Map Book 26, page 94, in the Probate Office of Shelby County, Alabama.

PARCEL 2:

Perpetual, non-exclusive easements, appurtenant to Parcel 2, for access, drainage, sanitary sewer, and retaining wall, over, under and across that certain adjoining property, as set forth and described in (a) that certain Declaration of Easements for Joint Access, Drainage Pipe, Sewer Pipe, and Construction/Maintenance/Repair of Retaining Wall, dated 8-29-97 between J. Wilson Dinsmore and R.K.M. 'Bama, Inc., recorded 8-29-97, as Instrument No. 1997-27813, Shelby County, Alabama, Records; and (b) that certain Declaration of Easements for Joint Access, Drainage Pipe, Sewer Pipe, and Construction/Maintenance/Repair, dated 9-5-97, between J. Wilson Dinsmore and North Pelham, L.L.C., recorded 9-11-97, as Instrument No. 1997-29355, Shelby County, Alabama, Records.

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PARCEL 3:

Perpetual, non-exclusive easements, appurtenant to Parcel 1, for ingress, egress, parking, utility lines and drainage, over, under and across that certain adjoining property, as set forth and described in that certain Declaration of Easements and Restrictions and Joint Maintenance Agreement dated May, 1998, made by J. Wilson Dinsmore, recorded 6-1-98, as Instrument No. 1998-20066, Shelby County, Alabama, Records.

EXHIBIT B TO UCC FINANCING STATEMENT**Description of Collateral**

All easements, rights-of-way, licenses and privileges, belonging to or in anywise appertaining to the property described in Exhibit A (the "mortgaged premises").

TOGETHER with all buildings and improvements now or hereafter situated upon the mortgaged premises or any part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the mortgaged premises, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Debtor, of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER with Debtor's right, title and interest in and to all the rents, issues and profits of the mortgaged premises under present or future leases or otherwise.

TOGETHER with all right, title and interest of the Debtor, if any, in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the mortgaged premises.

TOGETHER with Debtor's right, title and interest in and to all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the mortgaged premises or any part thereof and used or useable in connection with any present or future operation of the mortgaged premises or any building or buildings now or thereafter on the mortgaged premises and now owned or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures and equipment belonging to Debtor pertaining thereto, and all of the right, title and interest of the Debtor in and to any equipment which may be subject to any title retention or security agreement superior in lien to the lien of the Mortgage and Security Agreement evidenced hereby.

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the mortgaged premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the mortgaged premises, (d) any other injury

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to or decrease in the value of the mortgaged premises or (e) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the mortgaged premises.

• TOGETHER with all of Debtor's rights, title and interest in, to and under all present and future land contracts, sales agreements and/or option agreements relating to the mortgaged premises or any portion thereof and Debtor's rights under all construction contracts and all plans and specifications relating to the mortgaged premises.

• TOGETHER with all of Debtor's rights, title and interest in, to and under all present and future permits, licenses, authorizations, franchises, liquor licenses, management agreements, all books and Records, general intangibles, accounts and contract rights used or intended to be used in connection with the ownership or operation of the mortgaged premises or any portion thereof, and all names, tradenames, trademarks, logos and material used to advertise the mortgaged premises.