

20110222000060080 1/3 \$31.00
Shelby Cnty Judge of Probate, AL
02/22/2011 12:36:32 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Lisa Parker (205) 250-8400	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Najjar Denaburg, P.C. Attn: Lisa Parker 2125 Morris Ave. Birmingham, AL 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 Alabaster Holdings, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS P.O. Box 491817			CITY Los Angeles	STATE CA	POSTAL CODE 90049	COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		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	COUNTRY
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 Marion Bank and Trust Company						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS P.O. Box 1288			CITY Selma	STATE AL	POSTAL CODE 36702-1288	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See attached Schedule "I"

5. ALTERNATIVE DESIGNATION [if applicable]:		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input 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]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Alabaster Holdings, LLC

Secured Party/Mortgagee: Marion Bank and Trust Company

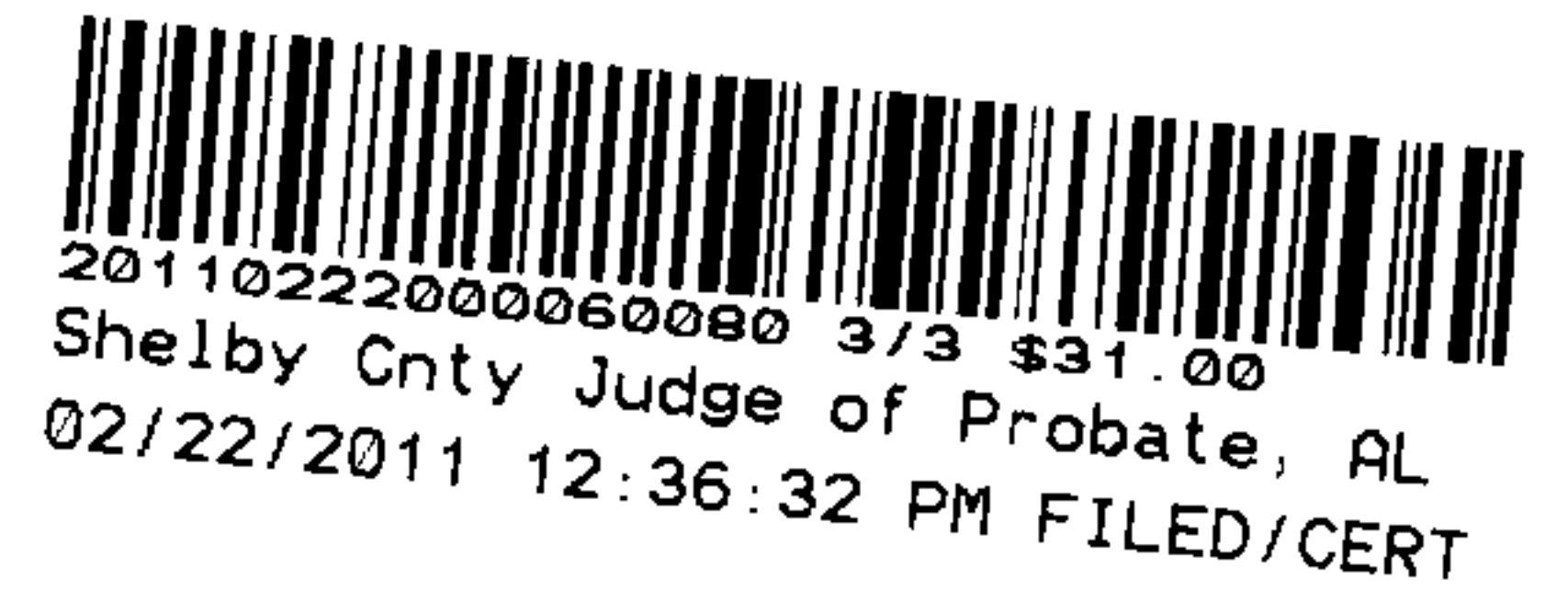
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The following (hereinafter "Mortgaged Property"):

- a) "Real Property" hereinafter refers to the real property described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Property with respect to which the Mortgagor is the lessor, 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 Real Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");
- c) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;
- d) Together with 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 Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Property or any part thereof, including, but not limited to, 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 Real Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and
- e) Together with any award, dividend or other payment made hereafter to the Mortgagor 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. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment.

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Exhibit "A"



LEGAL DESCRIPTION

From the Southwest corner of the NW $\frac{1}{4}$ of Section 11, Township 21 South, Range 3 West, run Northerly along the West boundary line of Section 11, Township 21 South, Range 3 West, for 722.85 feet, thence turn an angle of 88 deg. 38 min. to the right and run Easterly 368.89 feet; then turn an angle of 75 deg. 06 min. to the right and run Southeasterly 271.5 feet to the point of beginning of the land herein described; thence turn an angle of 90 deg. to the right and run Southwesterly 125.5 feet; thence turn an angle of 93 deg. 44 min. to the left and run Easterly 1,563.64 feet, more or less, to a point on the West right of way line of Alabama State Highway N. 119; thence turn an angle of 87 deg. 47 min. to the left and run Northeasterly along the West right of way line of said Highway for 249.97 feet; thence turn an angle of 93 deg. 56 min. to the left and run Southwesterly 1,557.0 feet; thence turn an angle of 84 deg. 33 min. to the left and run Southwesterly 125.0 feet more or less to the point of beginning.

This land being a part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 21 South, Range 3 West and being Revised Parcel 3 of the R.L. Roy Property Division.

Less and Except:

A part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 21 South, Range 3 West, identified as Tract No. 30, Project No. STPAA-458(1), Shelby County, Alabama, and being more fully described as follows:
Commence at the Southwest corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 968 feet, more or less, to the present West right of way line of Alabama Highway 119; thence Northerly along said right of way line a distance of 271 feet, more or less, to the South property line, and the point of beginning of the property herein to be conveyed; thence continue Northerly along said right of way line a distance of 269 feet, more or less, to the present South right of way line of County Road 264, the North property line; thence Westerly along said property line a distance of 11 feet, more or less, to a point that is 62.77 feet Westerly of and at right angles to the centerline of said Project No. STPAA-458(1); thence Southerly and parallel with said centerline, a distance of 22 feet, more or less, to a point that is 62.76 feet Westerly of and at right angles to said centerline at P.T. Station 501+10.63; thence Southerly a distance of 246 feet more or less, to the South property line that is 70.99 feet left of and at right angle to centerline station 498+61.51; thence Easterly along said property line a distance of 10 feet, more or less, to the point of beginning.

All being situated in Shelby County, Alabama.