

20111027000321740 1/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
10/27/2011 01:33:45 PM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Liz Gibbons @ 205-380-2643
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Liz Gibbons Gibbons Graham LLC 100 Corporate Parkway Suite 125 Birmingham, Alabama 35242

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				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	Lumpkin	Edwin	B.	Jr.
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
100 Metro Parkway	Pelham	AL	35124	USA
ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
			<input 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				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2001 Park Place, Suite 600	Birmingham	AL	35203	USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto for description of Collateral.

This financing statement is filed in connection with a Mortgage and Security Agreement being recorded simultaneously herewith, on which the appropriate mortgage tax has been paid.

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) [optional]					
8. OPTIONAL FILER REFERENCE DATA		[if applicable]		[ADDITIONAL FEE]		
Filed in Shelby County, Alabama (RN01-00234)				All Debtors		Debtor 1 Debtor 2



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## UCC FINANCING STATEMENT ADDENDUM

**FOLLOW INSTRUCTIONS (front and back) CAREFULLY**

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

Lumpkin

FIRST NAME

Edwin

MIDDLE NAME, SUFFIX

B., Jr.

### 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

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d.

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)

12a. ORGANIZATION'S NAME

OR

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 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 Public-Finance Transaction — effective 30 years



**SCHEDULE "A" TO UCC-1 FINANCING STATEMENT**  
**(DESCRIPTION OF COLLATERAL)**

All of Debtor's right, title and interest of whatever kind, nature or description, whether now owned or hereafter acquired (the "Debtor's Interest") in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(A) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(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, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, 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");

(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 Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

(D) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant 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 Borrower of, in and to the same; and

(E) All leases (whether presently existing or hereafter made, whether written or verbal, and including any agreement for the letting of or for the use or occupancy of

any part of the Mortgaged Property (collectively, the "Assigned Leases), including each modification, extension, renewal and guaranty thereof), rents, issues, profits, revenues and proceeds from any sale, lease or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any lease under Bankruptcy Law, including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases (collectively, the "Rents"), together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief, 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.



## **EXHIBIT A**

### **PARCEL I:**

**Part of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:**

**From the Southwest corner of said Northwest 1/4 of Northeast 1/4 of Section 12, run in a Northerly direction along the West line of said 1/4 – 1/4 Section for a distance of 225.46 feet; thence turn an angle to the right of 95 degrees 41 minutes and run in an Easterly direction for a distance of 290.92 feet; thence turn an angle to the left of 73 degrees 55 minutes 38 seconds and run in a Northeasterly direction for a distance of 775.62 feet to an existing iron pin being the point of beginning; thence turn an angle to the right of 102 degrees 08 minutes 13 seconds and run in a Southeasterly direction for a distance of 210.62 feet to an existing iron pin being on the West right of way line of Corporate Way and last mentioned 210.62 foot line being radial to the curved right-of-way line of said Corporate Way, said curved North right-of-way line of Corporate Way being concave in a Southeasterly direction and having a central angle of 38 degrees 32 minutes 04 seconds and a radius of 217.01 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 145.95 feet to a point of reverse curve, said curve being concave in a Northwesterly direction and having a central angle of 82 degrees 00 minutes 53 seconds and a radius of 25.0 feet; thence turn an angle to the left and run in a Northeasterly and Northerly directions along the arc of said curve for a distance of 35.79 feet to the point of ending of said curve and being on West right-of-way line of Chandalar Drive; thence run in a Northerly direction along a line tangent to end of said curve and along the Westerly right-of-way line of Chandalar Drive for a distance of 91.98 feet to the point of beginning of a new curve, said new curve being concave in a Southwesterly direction and having a central angle of 54 degrees 08 minutes 39 seconds and a radius of 388.56 feet; thence turn an angle to the left and run in a Northwesterly direction along the arc of said curve for a distance of 367.27 feet to an existing iron pin; thence turn an angle to the left (106 degrees 54 minutes 55 seconds from the tangent of the last mentioned curve) and run in a Southwesterly direction for a distance of 294.0 feet to an existing iron pin; thence turn an angle to the right of 12 degrees 24 minutes 10 seconds and run in a Southwesterly direction for a distance of 87.0 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.**



**Continued Exhibit A**

**PARCEL II:**

**Part of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:**

**From the Southwest corner of said Northwest 1/4 of Northeast 1/4 run in a Northerly direction along the West line of said 1/4 – 1/4 Section for a distance of 214.00 feet to an existing iron pin; thence turn an angle to the right of 75 degrees 47 minutes 31 seconds and run in a Northeasterly direction for a distance of 95.31 feet to an existing iron pin; thence turn an angle to the left 76 degrees 25 minutes 10 seconds and run in a Northerly direction for a distance of 24.02 feet to an existing iron pin; thence turn an angle to the right of 100 degrees 38 minutes 49 seconds and run in a Southeasterly direction for a distance of 50.00 feet to an existing iron pin and being on the East right-of-way line of Chandalar Place Drive and being the point of beginning; thence run an angle to the left of 90 degrees and 00 minutes and run in a Northeasterly direction along the East right-of-way line of Chandalar Place Drive for a measured distance of 359.77 feet to an existing iron pin and being the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angel of 14 degrees 15 minutes 44 seconds and a radius of 578.78 feet; thence turn an angle to the right and run in a Northeasterly direction along the East right-of-way line of Chandalar Place Drive and along the arc of said curve for a distance of 144.07 feet; thence turn an angle to the right (95 degrees 16 minutes 58 seconds from the chord of last mentioned curve) and run in a Southeasterly direction for a distance of 243.46 feet to an existing iron pin; thence turn an angle to the right of 89 degrees 20 minutes and run in a Southwesterly direction for a distance of 463.73 feet to an existing cross cut on the North right-of-way line of Chandalar Place Drive; thence turn an angle to the right of 73 degrees 55 minutes 54 seconds and run in a Westerly direction along the North right-of-way line of said Chandalar Place Drive for a measured distance of 145.48 feet to a point of curve, said curve being concave in a Northeasterly direction and having a central angle of 94 degrees 20 minutes and a radius of 15.0 feet; thence turn an angle to the right and run along the arc of said curve for a distance of 24.70 feet, more or less, to the point of beginning.**