



Shelby Cnty Judge of Probate, AL 10/27/2011 01:33:45 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS	S (front and back) CAREFULLY					
A. NAME & PHONE OF C							
Liz Gibbons @ 205	-380-2643						
B. SEND ACKNOWLEDG	MENT TO: (Nan	ne and Address)					
							
Liz Gibbons							
Gibbons Gra	ham LLC						
100 Corporat	te Parkway						
Suite 125							
Birmingham	, Alabama 35	5242					
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L							
	· · · · · · · · · · · · · · · · · · ·				PACE IS FO	OR FILING OFFICE U	SE ONLY
		E - insert only <u>one</u> debtor name (1a	or 1b) - do not abbreviate	or combine names			
1a. ORGANIZATION'S NA	AME						
OR AL INDIVIDUALIS LACT		······································					
10. INDIVIDUAL'S LAST I	NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
Lumpkin			Edwin		B.	B.	
1c. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
100 Metro Parkway			Pelham		AL	35124	USA
		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF	ORGANIZATION	1g. ORG	ANIZATIONAL ID #, if any	<u> </u>
	ORGANIZATION DEBTOR		1]		NONE
2. ADDITIONAL DEBTOR	R'S EXACT FULL	LEGAL NAME - insert only one of	debtor name (2a or 2b) - do	not abbreviate or combin	e names		INONE
2a. ORGANIZATION'S NA							· · _
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
2c. MAILING ADDRESS	· · · · · · · · · · · · · · · · · · ·	······································	CITY		STATE	POSTAL CODE	COUNTRY
20. W. WENTO / NO BY NEOO				SIAIL	OUINE OODE	COUNTRY	
	TADD'S INFO RE	2e. TYPE OF ORGANIZATION	Of ILIBIODICTION OF	ODCANIZATION	0- 000	AA47A710NAN 10 # :6	
	ORGANIZATION	Ze. I II L'OI ORGANIZATION	2f. JURISDICTION OF	ORGANIZATION	2g. URG	ANIZATIONAL ID #, if any	
	DEBTOR					····	NONE
T	·	of TOTAL ASSIGNEE of ASSIGNOR	R S/P) - insert only <u>one</u> sec	ured party name (3a or 3b)		
3a. ORGANIZATION'S NA	ME						
Renasant Bank							
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 STATEME	NT covers the follow	ing collateral:			——————————————————————————————————————		<u>. </u>

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.

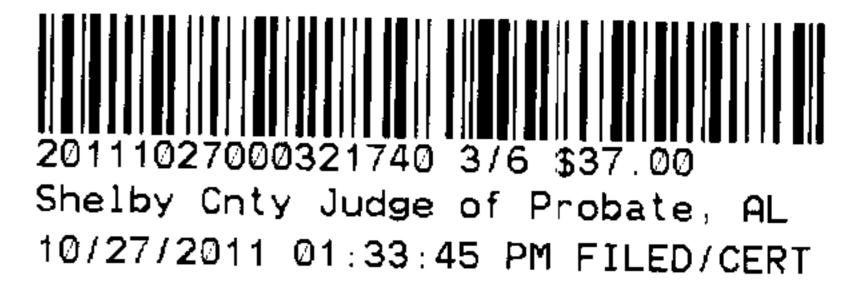
					· · · ·	
5. ALTERNATIVE DESIGNATION [if applicable]:	ESSEE/LESSOR CONS	IGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for ESTATE RECORDS. Attach Addendum	record] (or recorded) in the REA	. , ,	QUEST SEARCH REPOR	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8, OPTIONAL FILER REFERENCE DATA	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·				
Filed in Shelby County, Alabama (R	N01-00234)					



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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 10. MISCELLANEOUS:

	THE ABO	VE SPACE IS F	FOR FILING OFFICE	USE ONLY
11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one in the second of the s			- W. W. W.	
OR 11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	MIDDLE NAME	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d. ADD'L INFO RE 11e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	11f. JURISDICTION OF ORGANIZATION	11g. ORG	ANIZATIONAL ID#, if any	y NONE
12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P': 12a. ORGANIZATION'S NAME	S NAME - insert only <u>one</u> name (12a or 12b)			
OR 12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	MIDDLE NAME	
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. 	16. Additional collateral description:			
15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):	17. Check only if applicable and check only or Debtor is a Trust or Trustee acting with 18. Check only if applicable and check only or Debtor is a TRANSMITTING UTILITY Filed in connection with a Public-Finance	th respect to proper ne box.		cedent's Estate



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 <u>Exhibit A</u> 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

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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.

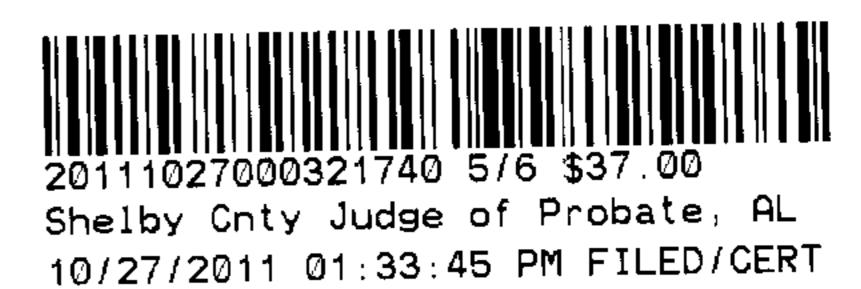
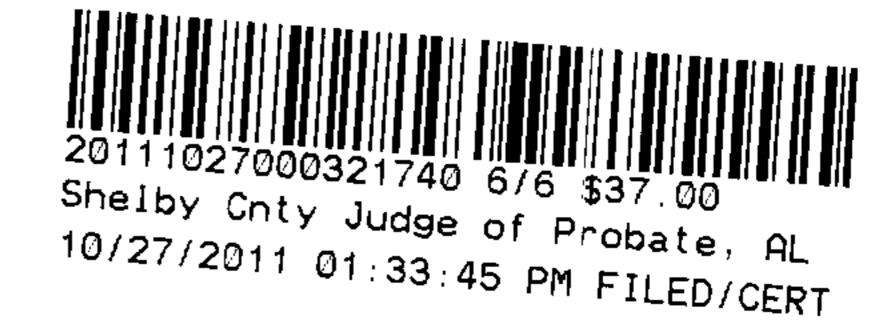


EXHIBIT A

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 $1/4 - \frac{1}{4}$ 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-ofway 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.