



20120511000166120 1/12 \$49.00  
Shelby Cnty Judge of Probate, AL  
05/11/2012 11:49:47 AM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Seyfarth Shaw LLP 1075 Peachtree Street, N.E., Suite 2500 Atlanta, GA 30309 Attention: Steven L. Kennedy

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				
Vista Communities Venture, LLC				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
505 North 20th Street, Suite 1015		Birmingham	AL	35203 USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
NOT REQUIRED		LLC	Delaware	5059658 <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
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				
SunTrust Bank				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
1155 Peachtree Street, Suite 300, Mail Code GA-ATL-0081		Atlanta	GA	30309 USA

### 4. This FINANCING STATEMENT covers the following collateral:

The Collateral, which relates to the real property described on Exhibit A attached hereto and by this reference made a part hereof, includes fixtures, chattel paper, accounts, general intangibles, goods, equipment, inventory, documents, instruments, and all of the proceeds of the foregoing as more particularly described on Exhibit B attached hereto and by this reference made a part hereof.

This financing statement is filed as additional security for a Mortgage and Security Agreement executed by the Debtor in favor of the Secured Party recorded concurrently herewith.

Debtor is the record owner of the real property.

This is a fixture filing to be filed in the real property records of the Judge of Probate of Shelby County.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	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) [ADDITIONAL FEE] [optional]		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						
32026.140						

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Seyfarth Shaw LLP  
1075 Peachtree Street, N.E., Suite 2500  
Atlanta, GA 30309  
Attention: Steven L. Kennedy

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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  
Vista Communities Venture, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

505 North 20th Street, Suite 1015 Birmingham AL 35203 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

NOT REQUIRED DEBTOR LLC Delaware 5059658 ☐ 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. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

☐ 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  
SunTrust Bank

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1155 Peachtree Street, Suite 300, Mail Code GA-ATL-0081 Atlanta GA 30309 USA

4. This FINANCING STATEMENT covers the following collateral:

The Collateral, which relates to the real property described on Exhibit A attached hereto and by this reference made a part hereof, includes fixtures, chattel paper, accounts, general intangibles, goods, equipment, inventory, documents, instruments, and all of the proceeds of the foregoing as more particularly described on Exhibit B attached hereto and by this reference made a part hereof.

This financing statement is filed as additional security for a Mortgage and Security Agreement executed by the Debtor in favor of the Secured Party recorded concurrently herewith.

Debtor is the record owner of the real property.

This is a fixture filing to be filed in the real property records of the Judge of Probate of Shelby County.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. ☒ 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) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

32026.140

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Shelby Cnty Judge of Probate, AL  
05/11/2012 11:49:47 AM FILED/CERT

## 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	Vista Communities Venture, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

### 10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

### 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
		505 North 20th Street, Suite 1015	Birmingham	AL
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
35203				
11d. <u>SEE INSTRUCTIONS</u>	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)

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 and incorporated herein by reference.

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 — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

  
20120511000166120 4/12 \$49.00  
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**PARCEL I:**

Lot 4-A, according to a Resurvey of Lot 4, Crowne Resurvey of Galleria Woods, First Addition, as recorded in Map Book 32, page 35, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633, in the Probate Office of Shelby County, Alabama.

**Said property being further described by the surveyed legal description as follows:**

All that tract or parcel of land being Lot 4-A, according to a Resurvey of Lot 4, Crowne Resurvey of Galleria Woods, First Addition, as recorded in Map Book 32, Page 35 in the Probate Office of Jefferson County, Alabama, Bessemer Division and being located in Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows,

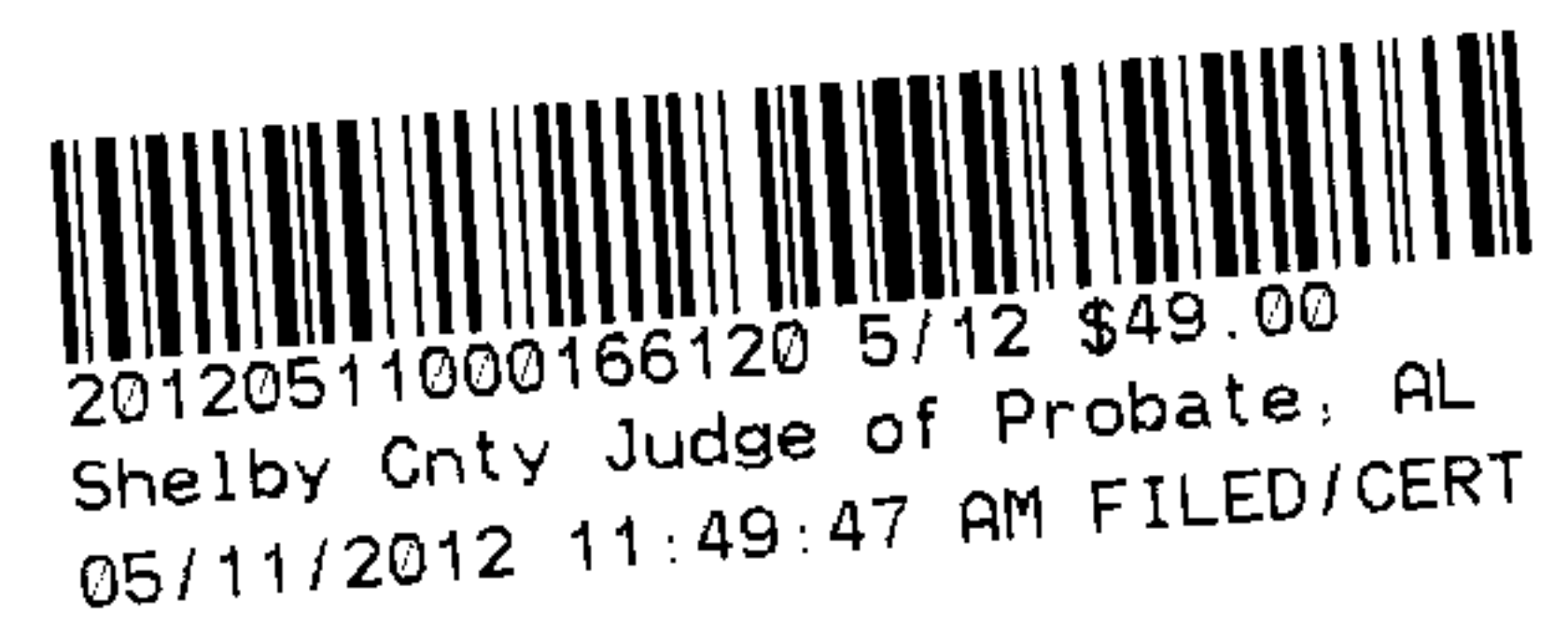
Commencing at 1/2 inch capped rebar found (SAIN CA 00279) at the locally accepted Northeast Corner of the SE 1/4 of the NE 1/4 of Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama; thence leaving the aforesaid 1/4-1/4 corner run with the east line of said 1/4-1/4 Section, South 00°07'29" West, for a distance of 282.59 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Weygand CA 54) and the POINT OF BEGINNING.

Thence from said POINT OF BEGINNING as thus established and continuing along the east line of said 1/4-1/4 section,

1. South 00°09'01" West, 285.37 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Weygand CA 54); thence leaving the east line of said 1/4-1/4 section and run
2. South 51°24'10" West, 485.54 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Weygand CA 54); thence,
3. South 38°15'14" East, 172.59 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
4. South 24°07'17" East, 344.84 feet to a corner of Lot 4-A located 0.39' east of a 1 inch open top pipe found; thence,
5. South 88°52'14" East, 130.18 feet to a corner of Lot 4-A marked by a 1 inch open top found at the locally accepted Northeast Corner of the NE 1/4 of the SE 1/4 of Section 23, Township 19 South, Range 3 West; thence, leaving the aforesaid 1/4-1/4 section and run with the east line of said 1/4-1/4 Section
6. South 00°24'25" East, 92.39 feet to a corner of Lot 4-A marked by a 1/2 inch rebar found; thence, leaving the east line of said 1/4-1/4 and run



7. North 73°33'14" West, 167.36 feet to a corner of Lot 4-A marked by a power pole found; thence,
8. North 76°06'34" West, 122.30 feet to a corner of Lot 4-A marked by a power pole found; thence,
9. South 61°51'26" West, 303.45 feet to a corner of Lot 4-A marked by a power pole found; thence,
10. South 45°01'21" West, 233.45 feet to a corner of Lot 4-A; thence,
11. South 44°19'45" West, 246.90 feet to a corner of Lot 4-A marked by a power pole found; thence,
12. South 40°27'13" West, 255.36 feet to a corner of Lot 4-A marked by a power pole found; thence,
13. South 43°50'39" West, 166.14 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence
14. South 46°10'15" East, 38.94 feet to a corner of Lot 4-A marked by a 1/2 inch rebar found inside of a 2 inch open top pipe; thence
15. South 50°11'19" West, 121.11 feet to a corner of Lot 4-A marked by a 1/2 inch rebar found; thence,
16. South 81°31'25" West, 51.08 feet to a 1/2 inch capped rebar found (Paragon CA 0082 LS) on the Easterly right-of-way of Galleria Woods Drive (having a variable right-of-way); thence, run with the aforesaid right-of-way
17. 310.01 feet along the arc of a curve deflecting to the left, having a radius of 513.88 feet and a chord bearing and distance of North 04°59'16" East, 305.33 feet to a point 0.60 feet northeast of a 1/2 inch rebar found; thence,
18. North 12°17'41" West, 102.00 feet to a point 0.62 feet southeast of a Railroad Spike found; thence,
19. 243.06 feet along the arc of a curve deflecting to the right, having a radius of 316.51 feet and a chord bearing and distance of North 09°42'19" East, 237.13 feet to a point 0.34 feet southeast of a disturbed 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
20. North 31°42'19" East, 115.00 feet to a point 0.33 feet southeast of a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
21. 109.02 feet along the arc of a curve deflecting to the right, having a radius of 333.13 feet and a chord bearing and distance of North 41°04'49" East, 108.53 feet to a point 0.33 feet north east of a Railroad Spike found; thence,
22. 236.34 feet along the arc of a curve deflecting to the left, having a radius of 237.43 feet and a chord bearing and distance of North 21°56'20" East, 226.70 feet to a point; thence,
23. 173.91 feet along the arc of a curve deflecting to the left, having a radius of 237.43 feet and a chord bearing and distance of North 27°33'40" West, 170.05 feet to a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
24. North 48°32'41" West, 51.07 feet to a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence, leaving the aforesaid right-of-way
25. North 63°00'40" East, 184.19 feet to a corner of Lot 4-A to an iron pin set; thence,
26. North 86°16'41" East, 58.05 feet to a corner of Lot 4-A marked by a 1/2 inch rebar (disturbed) found; thence,
27. North 60°54'49" East, 115.53 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,





28. North 61°31'23" East, 200.90 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
29. North 33°15'50" East, 216.94 feet to a corner of Lot 4-A located 0.72' northwest of a 1/2 inch rebar (disturbed) found; thence,
30. North 33°20'50" West, 22.51 feet to a corner of Lot 4-A marked by a 1/2 inch rebar (disturbed) found; thence,
31. North 66°46'38" East, 192.03 feet to a corner of Lot 4-A located 1.05 feet southeast of a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
32. North 42°25'02" East, 418.61 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
33. South 46°44'25" East, 100.21 feet to the POINT OF BEGINNING, containing 939,936 square feet or 21.578 acres of land more or less.

PARCEL II:

Lot 3, Crowne Resurvey of Galleria Woods, First Addition as recorded in Map Book 30, page 77, in the Probate Office of Jefferson County, Alabama, Bessemer Division and recorded in Map Book 21, page 91, in the Probate Office of Shelby County, Alabama.

Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633 in the Probate Office of Shelby County, Alabama.

**Said property being further described by the surveyed legal description as follows:**

Lot 3, Crowne Resurvey of Galleria Woods, First Addition, as recorded in Map Book 30, page 77, in the Probate Office of Jefferson County, Alabama, Bessemer Division and recorded in Map Book 21, page 91, in the Probate Office of Shelby County, Alabama.

Beginning at a 1/2-inch capped (CA-0082) rebar found on the southeasterly right-of-way of Galleria Woods Drive (60-foot right-of-way) at the most northerly corner of said Lot 3, thence departing said right-of-way, South 29 degrees 32 minutes 20 seconds East, a distance of 96.35 feet 1/2-inch capped (CA-0082) rebar found; thence South 01 degrees 35 minutes 23 seconds East, a distance of 380.42 feet 3/4-inch rebar found; thence South 36 degrees 41 minutes 02 seconds East, a distance of 101.92 feet 1/2-inch open top pipe found; thence South 40 degrees 25 minutes 11 seconds East, a distance of 742.13 feet to a point in the center of the Cahaba River; thence continuing along the center of said river for the following four courses: South 45 degrees 27 minutes 46 seconds West, a distance of 398.78 feet point; thence South 58 degrees 12 minutes 06 seconds West, a distance of 148.47 feet point; thence South 52 degrees 23 minutes 46 seconds West, a distance of 360.68 feet point; thence South 42 degrees 28 minutes 59 seconds West, a distance of 249.68 feet point located at the intersection of the centerline of the Cahaba River with the centerline of Patton Creek and also being the most southerly corner of said Lot 3; thence continuing along the centerline of said Patton Creek the following six courses: North 50 degrees 36 minutes 46 seconds West, a distance of 117.22 feet point; thence North 29 degrees 41 minutes 07 seconds West, a distance of 277.86 feet point; thence North 32 degrees 50 minutes 01 seconds



West, a distance of 127.54 feet point; thence North 32 degrees 46 minutes 05 seconds West, a distance of 134.05 feet point; thence North 26 degrees 48 minutes 30 seconds West, a distance of 311.12 feet point; thence North 32 degrees 50 minutes 56 seconds West, a distance of 142.03 feet point; thence departing said centerline of Patton Creek and running along the northwesterly line of said Lot 3, North 46 degrees 45 minutes 19 seconds East, a distance of 24.66 feet point; thence North 46 degrees 45 minutes 19 seconds East, a distance of 1011.53 feet 1/2-inch capped (CA-0082) rebar found; thence North 01 degrees 51 minutes 18 seconds East, a distance of 95.24 feet 1/2-inch capped (CA-54) rebar found located on the south right-of-way line of said Galleria Woods Drive; thence continuing with said right-of-way the following three courses: along a curve to the left having an arc length of 93.61 feet, with a radius of 50.00 feet, at a chord bearing of North 38 degrees 21 minutes 12 seconds East, for a chord length of 80.52 feet to a point; thence along a curve to the right having an arc length of 20.75 feet, with a radius of 25.00 feet, at a chord bearing of North 08 degrees 30 minutes 09 seconds East, for a chord length of 20.16 feet to a 5/8-inch capped rebar found; thence along a curve to the right having an arc length of 66.52 feet, with a radius of 320.70 feet, at a chord bearing of North 38 degrees 16 minutes 15 seconds East, for a chord length of 66.40 feet to a 1/2-inch capped (CA-0082) rebar found, and the POINT OF BEGINNING.

LESS AND EXCEPT that parcel shown as "Jefferson County San. Pump Sta." on a map of Crowne Resurvey of Galleria Woods, First Addition recorded in Map Book 30, page 77, in the Probate Office of Jefferson County, Alabama, Bessemer division and recorded in Map Book 21, page 91, in the Probate Office of Shelby County, Alabama, more particularly described as follows: Commencing at a 1/2-inch capped (CA-0082) rebar found on the southeasterly right-of-way of Galleria Woods Drive (60-foot right-of-way) at the most northerly corner of said Lot 3, thence departing said right-of-way, South 29 degrees 32 minutes 20 seconds East, a distance of 96.35 feet 1/2-inch capped (CA-0082) rebar found; thence South 01 degrees 35 minutes 23 seconds East, a distance of 380.42 feet 3/4-inch rebar found; thence South 36 degrees 41 minutes 02 seconds East, a distance of 101.92 feet 1/2-inch open top pipe found; thence along a tie line South 05 degrees 45 minutes 43 seconds West, a distance of 540.35 feet to a 1/2-inch rebar found, said 1/2-inch rebar found being the TRUE POINT OF BEGINNING; thence South 32 degrees 34 minutes 29 seconds East, a distance of 100.59 feet to a 1/2-inch rebar found; thence South 57 degrees 34 minutes 31 seconds West, a distance of 219.85 feet to a 5/8-inch rebar found; thence North 32 degrees 42 minutes 49 seconds West, a distance of 100.54 feet to a 3-inch crimp top pipe found; thence North 57 degrees 33 minutes 49 seconds East, a distance of 220.09 feet to a 1/2-inch rebar found, and the POINT OF BEGINNING.

Said tract of land contains 28.206 acres.

#### PARCEL III:

Lot 2, Crowne Resurvey of Galleria Woods, recorded in Birmingham Map Book 178, page 65 and Bessemer Map Book 29, page 70 in the Probate Office of Jefferson County, Alabama.

Along with the right to use the sanitary sewer easement recorded in Bessemer Real 1025, page 508 in the Probate Office of Jefferson County, Alabama.



Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633 in the Probate Office of Shelby County, Alabama.

**Said property being further described by the surveyed legal description as follows:**

All that tract or parcel of land being Lot 2, Crowne Resurvey of Galleria Woods, as recorded in Map Book 29, page 70, in the Probate Office of Jefferson County, Alabama, Bessemer Division and being located in Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows.


Commencing at intersection of the southern right-of-way of Alabama State Highway 150 a.k.a. John Hawkins Parkway (having an apparent variable right-of-way) and the western right-of-way of Galleria Woods Drive (having a variable right-of-way); thence, leaving the aforesaid point and run with the said right-of-way of Galleria Woods Drive 1048.16 feet to the northern most corner of Lot 2 located 0.48 feet southeast of a 1/2 inch capped rebar (Weygand CA 54) and the POINT OF BEGINNING. Thence from said POINT OF BEGINNING as thus established and continuing along the said right-of-way of Galleria Woods Drive,

1. 228.02 feet along the arc of a curve deflecting to the left, having a radius of 376.51 feet and a chord bearing and distance of South 05°03'18" West, 224.55 feet to a 1/2 inch capped rebar found (Paragon CA 0082LS); thence,
2. South 12°17'41" East, 102.00 feet to a point located 0.65 feet southeast of a 1/2 inch capped rebar (Weygand CA 54); thence,
3. 447.58 feet along the arc of a curve deflecting to the right, having a radius of 453.88 feet and a chord bearing and distance of South 15°57'19" West, 429.66 feet to a point located 0.15 feet southeast of a 1/2 inch rebar found; thence,
4. 88.04 feet along the arc of a curve deflecting to the left, having a radius of 380.71 feet and a chord bearing and distance of South 37°34'50" West, 87.84 feet to a point; thence,
5. 17.06 feet along the arc of a curve deflecting to the right, having a radius of 25.00 feet and a chord bearing and distance of South 50°30'19" West, 16.73 feet to a point; thence,
6. 137.94 feet along the arc of a curve deflecting to the left, having a radius of 50.00 feet and a chord bearing and distance of South 08°58'43" East, 98.17 feet to a 1/2 inch capped rebar found (Weygand CA 54); thence, leaving the aforesaid right-of-way of Galleria Woods Drive
7. South 01°51'18" West, 95.24 feet to a corner of Lot 2 marked by a 1/2 inch capped rebar found (Paragon CA 0082LS); thence,
8. South 46°45'19" West, 1011.53 feet to a corner of Lot 2 on the previously located centerline of Patton Creek; thence,
9. North 37°31'56" West, 59.13 feet to a corner of Lot 2; thence,
10. North 34°01'12" West, 47.21 feet to a corner of Lot 2; thence,
11. North 32°22'31" West, 84.12 feet to a corner of Lot 2; thence,
12. North 42°29'48" West, 49.20 feet to a corner of Lot 2; thence,
13. North 66°50'46" West, 26.19 feet to a corner of Lot 2; thence,
14. North 75°26'29" West, 36.30 feet to a corner of Lot 2; thence,
15. South 81°40'46" West, 30.45 feet to a corner of Lot 2; thence,



16. South 76°10'34" West, 108.14 feet to a corner of Lot 2; thence,
17. South 78°05'33" West, 79.55 feet to a corner of Lot 2 on the west line of the SW 1/4 of the SE 1/4, Section 23, Township 19 South, Range 3 West; thence, run with the said 1/4-14 line
18. North 00°01'32" East, 206.82 feet to a corner of Lot 2 on the previously located centerline of Patton Creek; thence, leaving the said 1/4-1/4 line
19. North 53°28'21" East, 156.04 feet to a corner of Lot 2; thence,
20. North 51°27'37" East, 131.80 feet to a corner of Lot 2; thence,
21. North 51°33'24" East, 127.74 feet to a corner of Lot 2; thence,
22. North 48°40'19" East, 67.18 feet to a corner of Lot 2; thence,
23. North 24°00'48" East, 80.26 feet to a corner of Lot 2; thence,
24. North 22°23'29" East, 104.88 feet to a corner of Lot 2; thence,
25. North 01°45'47" East, 100.93 feet to a corner of Lot 2; thence,
26. North 04°03'34" West, 55.55 feet to a corner of Lot 2; thence,
27. North 15°06'39" West, 77.79 feet to a corner of Lot 2; thence,
28. North 78°23'44" East, 406.45 feet to a corner of Lot 2 marked by a 1/2 inch capped rebar found (Weygand CA 54); thence,
29. North 41°57'01" East, 735.14 feet to the POINT OF BEGINNING, containing 873,420 square feet or 20.051 acre of land, more or less.

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Shelby Cnty Judge of Probate, AL  
05/11/2012 11:49:47 AM FILED/CERT

## EXHIBIT B

ATTACHED TO AND MADE A PART HEREOF TO UCC FINANCING STATEMENT BETWEEN **VISTA COMMUNITIES VENTURE, LLC**, A DELAWARE LIMITED LIABILITY COMPANY, AS DEBTOR, AND **SUNTRUST BANK**, AS SECURED PARTY.

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For purposes hereof, those certain parcels of land more particularly described in Exhibit A attached hereto and by this reference made a part hereof are hereinafter referred to collectively as the "Land." All capitalized terms contained herein bear the meanings given them in that certain Mortgage and Security Agreement (hereinafter referred to as the "Security Agreement") dated May \_\_\_\_, 2012, between Mortgagor and Mortgagee and the instruments executed pursuant to the terms thereof.

(a) 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, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes owned by Mortgagor and attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, building supplies and materials, books and records, chattels, inventory, accounts, consumer goods, general intangibles and personal property of every kind and nature whatsoever owned by Mortgagor and now or hereafter located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land and the improvements located from time to time thereon, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions or proceeds from a permitted sale of any of the foregoing, all tradenames, trademarks, servicemarks, logos, and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land and the improvements located thereon or any part thereof and are now or hereafter acquired by Mortgagor; and all inventory accounts, chattel paper, documents, equipment, fixtures, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land 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 this Mortgage;

(b) All building materials, fixtures, building machinery and building equipment delivered on site to the Land during the course of, or in connection with, construction of the buildings and improvements upon the Land and which are now or hereafter owned by Mortgagor;

(c) All of Mortgagor's right, title and interest in 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, trees, timber and other emblements now or



hereafter located on the Land or under or above the same or any part or parcel thereof or appurtenant to the title to the Land, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor; and

(d) Mortgagor's interest in all proceeds of insurance, condemnation payments, sale, lease, or other escrow agreements, and tenant security deposits, whether held by Mortgagor or in a trust or escrow account, relating to the Land and the improvements located thereon or any part thereof;

TOGETHER WITH all and singular the rights, tenements, hereditaments, members and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Property hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, including but not limited to, all rents, profits, issues and revenues of the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving only the right to Mortgagor to collect the same for its own account so long as Mortgagor is not in default hereunder.

TOGETHER WITH all contracts, agreements, permits, contract rights and other intangibles (hereinafter collectively referred to as the "Contract Documents") relating to the Property and the improvements now or hereafter located thereon, including, without limitation:

(a) All insurance policies and binders for insurance and all claims for losses thereunder and all proceeds and rights to proceeds thereunder;

(b) All fidelity bonds, payment bonds and performance bonds;

(c) All existing permits, licenses and approvals of any type from state, federal and local authorities (including, without limiting the generality of the foregoing any building permit issued to Mortgagor concerning the construction of improvements on the Land) together with all permits, licenses and approvals of any type hereafter issued from state, federal and local authorities;

(d) All rights of Mortgagor now or hereafter to receive utility, water and waste and sanitary sewerage services, including any tap on or access fees or payments relating thereto;

(e) All warranties, guaranties and other assurances, written and oral on any property of Mortgagor conveyed by Mortgagor to Mortgagee by the Loan Documents and on any property of Mortgagor in which Mortgagor has granted to Mortgagee a security interest;

(f) All site plans, drawings, plans, specifications and studies prepared by all architects and engineers, all reports, surveys and studies made by all engineers and surveyors, and all other plans, soil test reports, specifications, engineering plans and reports and any other

architectural or engineering data used or useful in connection with the construction of any of the improvements on the Land;

- (g) All certificates of occupancy;
- (h) All termite bonds, reports and servicing contracts;
- (i) All proceeds and rights to all proceeds in any threatened or pending condemnation or proceedings in lieu thereof;
- (j) All judgments of Mortgagor against anyone, including all proceeds thereof;
- (k) All rights and interests of Mortgagor under any development, management, leasing, brokerage, construction, engineering or architectural contract to which Mortgagor is, or hereafter shall become, a party.
- (l) All construction contracts to which Mortgagor is a party relating to the Property.
- (m) All contracts between Mortgagor and others relating to the providing of access roads, sewer and other utility services or facilities for the benefit of the Property.
- (n) All contracts between Mortgagor and others relating to the providing of amenities of any nature whatsoever for the benefit of the Property.
- (o) All rights of Mortgagor under any financing commitment in favor of Mortgagor.
- (p) All causes of action of Mortgagor against anyone now or hereafter arising which involve the improvements on the Property.

**TOGETHER WITH** all of Mortgagor's rights and privileges, if any, to modify, terminate or waive performance of any of said contract documents or rights.