

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

20120813000298430 1/4 \$33.00  
Shelby Cnty Judge of Probate, AL  
08/13/2012 01:08:25 PM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER [optional] JAY F. PUMROY, ESQ. (256) 236-4222
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  WILSON, DILLON, PUMROY & JAMES, L.L.C. ATTENTION: JAY F. PUMROY, ESQ. POST OFFICE BOX 2333 ANNISTON, ALABAMA 36202-2333

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 7 S&M LAND, LLC				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 3900 MONTCLAIR ROAD, SUITE 300	CITY BIRMINGHAM	STATE AL	POSTAL CODE 35213	COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LIMITED LIAB. 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 SOUTHERN STATES BANK				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 7 OFFICE PARK CIRCLE	CITY BIRMINGHAM	STATE AL	POSTAL CODE 35223	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL OF THE EQUIPMENT, FIXTURES, CONTRACT RIGHTS, GENERAL INTANGIBLES AND TANGIBLE PERSONAL PROPERTY OF EVERY NATURE NOW OWNED OR HEREAFTER ACQUIRED BY DEBTOR RELATING TO THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND LOCATED THEREON AND ALL ADDITIONS, REPLACEMENTS, AND PROCEEDS THEREOF AND ALL OTHER PROPERTY SET FORTH ON SCHEDULE A ATTACHED HERETO RELATING TO THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" AND LOCATED THEREON.

THIS FINANCING STATEMENT IS GIVEN AS ADDITIONAL SECURITY FOR THE INDEBTEDNESS SECURED BY THAT MORTGAGE AND SECURITY AGREEMENT FROM DEBTOR TO SECURED PARTY IN THE AMOUNT OF \$737,395.22 DATED AUGUST 10, 2012, AND RECORDED CONCURRENTLY HERewith IN INSTRUMENT #

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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) [if applicable] [ADDITIONAL FEE] [optional]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA FILE IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.						



## Schedule A

### Schedule of Collateral

All right, title and interest of Debtor in and to the following described property, rights and interests, together with all substitutions for and all replacements, reversions and remainders of such property and all appurtenances and additions thereto, whether now owned or hereafter acquired by Debtor (collectively, the "Property"):

(1) Fixtures, Personal Property and Equipment. All machinery, equipment, furniture, fixtures (including, but not limited to, all heating, air conditioning, plumbing and lighting fixtures) now or hereafter owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon any of the land more particularly described in Exhibit "B" annexed to this Security Agreement (the "Land") and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on any of the Land (the "Improvements") or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever now or hereafter owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements (or stored offsite), or appurtenant thereto, or usable in connection with the present or future operation and occupancy of any of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the security agreement and all proceeds and products of the above;

(2) Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of any of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq. (the "Bankruptcy Code"), as the same may be amended from time to time (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of any indebtedness now or hereafter owed by Debtor to Secured Party or otherwise secured by the security agreement from Debtor in favor of Secured Party;

(3) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to any of the Land, Improvements and/or Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Land, Improvements and/or Property;

(4) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering all or any of the Land, Improvements and/or Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to any of the Land, Improvements and/or Property;

(5) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(6) Replacements, etc. All extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Property, and in such case, the foregoing shall be deemed a part of the Property and shall become subject to the lien of the security agreement from Debtor in favor of Secured Party as fully and completely, and with the same priority and effect, as though now owned by Debtor and specifically described herein, without any further mortgage, conveyance, assignment, security agreement, financing statement or other act by Debtor; and

(7) Books and Records. All of Debtor's books and records, now existing and hereafter existing (including, without limitation, computer records, tapes, discs and programs and all other media, written, electric, magnetic or otherwise, containing such records) which relate to any of such items of Property.

Exhibit "A"

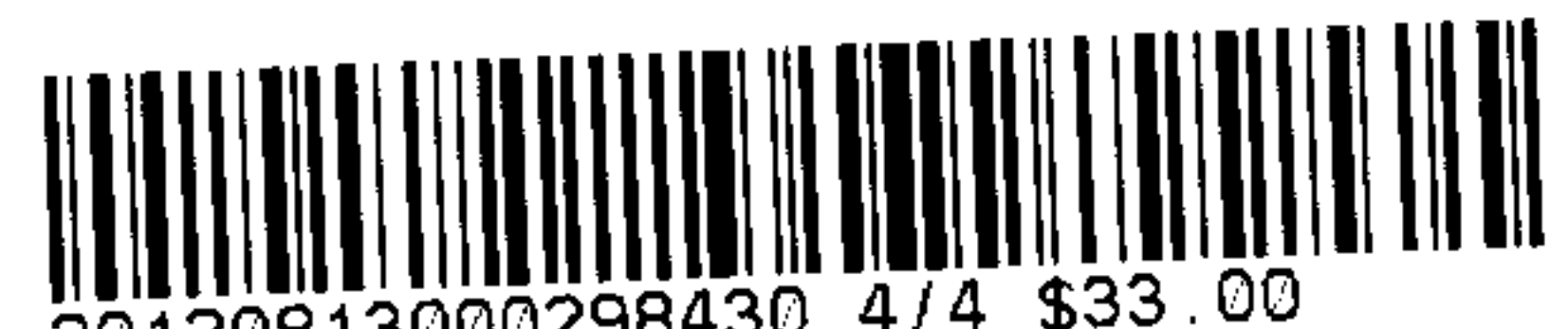


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Legal Description of Real Estate

Lot 2, according to the plat or map of Chelsea Crossing Subdivision as recorded in Map Book 37, Page 49, in the Probate Office of Shelby County, Alabama.

  
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