

20130524000214060 1/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
05/24/2013 12:19:47 PM 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)
Taylor English Duma LLP 1600 Parkwood Circle, Suite 400 Atlanta, Georgia 30339

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				
SOLID EQUITIES, INC.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE COUNTRY
6622 Broad Street, Suite A	Douglasville		GA	30134 USA
ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
	Corporation	GA	K221329 <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				
Branch Banking and Trust Company				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS	CITY		STATE	POSTAL CODE COUNTRY
271 17th Street NW, Suite 900	Atlanta		GA	30363 USA

4. This FINANCING STATEMENT covers the following collateral:

The items set forth on Exhibit "B" located upon the property described in Exhibit "A" attached hereto and incorporated herein by reference.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAIOL	<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 (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						
66228.0094						

20130524000214060 2/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
05/24/2013 12:19:47 PM 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	SOLID EQUITIES, INC.		
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	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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 ☐ 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.

### 16. Additional collateral description:

See Exhibit "B" attached hereto

See Exhibit "A" attached hereto

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 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

#### **Parcel I - 4710 Moffett Road, Mobile, Alabama**

Commencing at the Southwest corner of Section 2, Township 4 South, Range 2 West, Mobile County, Alabama; run Eastwardly along the South line of said Section 2, a distance of 1938.7 feet to a point, thence run North 00 degrees 10 minutes 00 seconds East, 79.9 feet to the intersection of the North line of the 120 foot right of way for Moffett Road and the East line of the 60 foot right of way for Shelton Beach Road; thence continue North 00 degrees 10 minutes 00 seconds East, run along said East line of Shelton Beach Road 90.05 feet to the point of beginning of the property herein described; thence continue North 00 degrees 10 minutes 00 seconds East, along said East line of Shelton Beach Road 128.69 feet to a point; thence run South 89 degrees 50 minutes 26 seconds East, 199.90 feet to a point; thence run South 00 degrees 09 minutes 52 seconds West, 200.07 feet to a point on the North right of way line of Moffett Road as acquired by the State of Alabama as per instrument recorded in Real Property Book 1474, Page 269, Probate Records, Mobile County, Alabama; thence along said North line of Moffett Road, as follows: North 86 degrees 26 minutes 29 seconds West, 139.42 feet, North 43 degrees 44 minutes 17 seconds West, 87.58 feet to the point of beginning.

#### **Parcel II - 1225 First Street North, Alabaster, Alabama**

A parcel of land situated in the Southwest quarter of Section 25, the Southeast quarter of Section 26, the Northeast quarter of Section 35, and the Northwest quarter of Section 36, all in Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said Section 25; thence Easterly along the South line of said Section 130.60 feet to the Westerly right of way line of U.S. Highway 31 and the point of beginning of the parcel herein described; thence turn an angle to the left of 74° 13' 10" and run Northeasterly along said right of way line 26.00 feet; thence leaving said right of way line turn an interior angle of 72° 31' 29" (72° 25' 19" of Record) and run Southwesterly 248.43 feet (248.11 feet of Record) to the Easterly right of way of the Louisville Nashville Railroad; Thence turn an interior angle of 99° 40' 53" (99° 40' 41" of Record) and run Southwesterly along said right of way line 112.00 feet; thence leaving said right of way line turn an interior angle of 82° 40' 40" (82° 45' 05" of Record) and run Southeasterly 228.45 feet (229.09 feet of Record) to the Westerly right of way line of U.S. Highway #31; thence turn an interior angle of 105° 49' 08" (105° 51' 05" of Record) and run Northeasterly along said right of way line 100.00 feet to the point of beginning.

#### **Parcel III - 824 Green Springs Highway, Birmingham, Alabama**

All that tract or parcel of land lying and being in the NE 1/4 of NE 1/4 of Section 23, Township 18 South, Range 3 West, Jefferson County, Alabama, being more particularly described as:

Commencing at a 3/4" crimped top pipe marking the SW corner of the NE 1/4 of the NE 1/4 of Section 23; thence, North 02 degrees 38 minutes 03 seconds East, a distance of 192.15 feet to a chiseled X and the POINT OF BEGINNING; thence North 00 degrees 06 minutes 45 seconds West, a distance of 157.88 feet to a PK nail; thence, along the Southerly line of a tract of land conveyed to Hitech Landscape Design & Management, Inc. conveyed in Deed Book 2010007, page 19014, Jefferson County records, North 68 degrees 52 minutes 00 seconds East, a distance of 91.90 feet to a PK nail; thence, along the Westerly right of way line of Green Springs





Highway, having a 120 foot right of way, South 30 degrees 40 minutes 00 seconds East, a distance of 80.00 feet to a point; thence, South 30 degrees 40 minutes 00 seconds East, a distance of 70.00 feet to a chiseled X; thence, along the Northerly line of a tract of land conveyed to Heritage QSR/Alabama Investments, LLC in Deed Book 2010004, page 445, Jefferson County records, South 69 degrees 03 minutes 00 seconds West, a distance of 173.38 feet to the POINT OF BEGINNING.

**Parcel IV - 9849 Parkway East, Birmingham, Alabama**


Lot 1, according to Shoney's Inc. Survey of Roebuck, as recorded in Map Book 168, Page 53, in the Probate Office of Jefferson County, Alabama.

**Parcel V - 823 9<sup>th</sup> Avenue, Bessemer, Alabama**

Lots 9 and 10 in Block 423, according to the Survey of West Lake Highlands, as recorded in Map Book 2, Page 7, in the Bessemer Division of the Probate Office of Jefferson County, Alabama.

**Parcel VI - 2380 Center Point Parkway, Birmingham, Alabama**

Commence at the Southeast corner of Lot 12, Block 2, Coleman Gardens Survey, Second Sector, as recorded in Map Book 49, Page 90, in the Probate Office of Jefferson County, Alabama, this point being on the northerly right of way line of 23<sup>rd</sup> Terrace; thence travel easterly along this northerly right-of-way line a distance of 131.0 feet to the point of beginning of said parcel of land; thence turn 90°00' to the left and travel in a northerly distance of 149.8 feet to a point which is on the southerly property line of Pizza Hut Property; thence turn 89°46' to the right and travel easterly along this property line a distance of 52.53 feet to the lot corner; thence turn 0° 53' to the right and travel easterly a distance of 160.6 feet, more or less, to a point on the westerly right of way of Center Point Road (Al. Hwy #75); thence travel in a southerly direction a distance of 151.0 feet, more or less, (chord distance) to a point on this right of way line and on the northerly right of way line of 23<sup>rd</sup> Terrace; thence travel in a westerly direction along this right of way line of 23<sup>rd</sup> Terrace a distance of 185.0 feet to the point of beginning; all of this property being located in the NE ¼ of the NW ¼ of Section 18, Township 16 South, Range 1 West, Jefferson County, Alabama.

  
20130524000214060 4/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
05/24/2013 12:19:47 PM FILED/CERT

**EXHIBIT "B"**  
to UCC-1 Financing Statement

Collateral

Solid Equities, Inc.- Debtor  
Branch Banking and Trust Company-Secured Party

With respect to the tracts comprising the real property described on the foregoing Exhibit "A", (the "Land"), all sums on deposit with Secured Party with respect to insurance proceeds or condemnation proceeds ("Deposits") and with respect to any personal property included in the description set forth below, which property may not be deemed to form a part of the real property described in Exhibit "A", all replacements of such property, substitutions and additions thereto and the proceeds thereof. Capitalized terms below shall have the meaning ascribed thereto in the Mortgage given by Debtor to Secured Party of even date herewith.

(a) All buildings, structures and improvements now or hereafter erected on the Land, together with all fixtures and items that are to become fixtures thereto (collectively, the "Improvements"), together with:

(b) All and singular the easements, rights-of-way, licenses, permits, rights of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges attached or belonging to the Land or Improvements or in any way appertaining thereto, whether now or in the future, and all the rents, issues and profits from the Land or Improvements;


(c) The land lying within any street, alley, avenue, roadway or right-of-way open or proposed or hereafter vacated in front of or adjoining the Land; and all right, title and interest, if any, of Debtor in and to any strips and gores adjoining the Land;

(d) All machinery, apparatus, equipment, goods, signage and appurtenant structures thereto, systems, building materials, carpeting, furnishings, fixtures and property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Land or Improvements, or any part thereof, or used or usable in connection with any construction on or any present or future operation of the Land or Improvements, now owned or hereafter acquired by Debtor, including, but without limitation of the generality of the foregoing: all heating, lighting, refrigerating, ventilating, air-conditioning, air-cooling, fire extinguishing, plumbing, cleaning, telephone, communications and power equipment, systems and apparatus; and all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors; and all cranes and craneways, oil storage, sprinkler/fire protection and water service equipment; and also including any of such property stored on the Land or Improvements or elsewhere and intended to be used in connection with or incorporated into the Land or Improvements or for the pursuit of any other activity in which Debtor may be engaged on the Land or Improvements, and including without limitation all tools, musical instruments and systems, audio or video equipment, cabinets, awnings, window shades, venetian



blinds, drapes and drapery rods and brackets, screens, carpeting and other window and floor coverings, decorative fixtures, plants, cleaning apparatus, and cleaning equipment, refrigeration equipment, cables, computers and computer equipment, software, books, supplies, kitchen equipment, appliances, tractors, lawn mowers, ground sweepers and tools, signage and appurtenant structures thereto, swimming pools, whirlpools, recreational or play equipment together with all substitutions, accessions, repairs, additions and replacements to any of the foregoing; it being understood and agreed that all such machinery, equipment, apparatus, goods, systems, fixtures, signage and property are a part of the Improvements and are declared to be a portion of the security for the Indebtedness (whether in single units or centrally controlled, and whether physically attached to said real estate or not), excluding, however, personal property owned by tenants of the Land or Improvements; and

(e) Any and all awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be paid or payable with respect to the Land or Improvements or other properties described above as a result of: (1) the exercise of the right of eminent domain or action in lieu thereof; or (2) the alteration of the grade of any street; or (3) any fire, casualty, accident, damage or other injury to or decrease in the value of the Land or Improvements or other properties described above, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Debtor or Secured Party, and of the reasonable counsel fees actually incurred, costs and disbursements incurred by Debtor or Secured Party in connection with the collection of such award or payment. Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such award or payment.

  
20130524000214060 6/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
05/24/2013 12:19:47 PM FILED/CERT