

### UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]						
Cheryl Ham (205) 879-5959						
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)						
Cheryl Ham						
CORLEY MONCUS, P.C.						
728 Shades Creek Pkwy., Suite 100 Birmingham AL 352	209	2014071000020 Shelby Cnty J	Judge of	Probate, HL		
Birmingham AL 352	209	07/10/2014 02	2:23:33 F	PM FILED/CERT		
		<del>-</del>		ILING OFFICE USE O	NLY	
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name	(1a or 1b) - do not ab	breviate or combine nan	ne		<u> </u>	
1a. ORGANIZATION'S NAME EDDLEMAN LANDS, LLC						
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		ME	SUFFIX	
			<del></del>			
1c. MAILING ADDRESS 2700 Highway 280 South, Suite 425	<b>CITY</b> Birmingh			STAL CODE 223	COUNTRY USA	
1d. TAX ID#: SSN or EIN ADD'L INFO RE 1e. TYPE OF ORGANIZA	I	TION OF ORGANIZATIO	ON 1g. O	RGANIZATION ID#, if a	any	
DEBTOR	Alabama				X NONE	
2. ADDITIONAL DEBTOR'SEXACT FULL LEGAL NAME - insert only or	ne debtor name (2a o	r 2b) - do not abbreviate	or combin	e name		
2a. ORGANIZATION'S NAME						
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	M	MIDDLE NAME		SUFFIX	
2c. MAILING ADDRESS	CITY	S <sup>-</sup>	TATE POS	STAL CODE	COUNTRY	
2d. TAX ID#: SSN or EIN ADD'L INFO RE 2e. TYPE OF ORGANIZA ORGANIZATION DEBTOR	TION 2f. JURISDIC	TION OF ORGANIZATIO	ON  2g. O	RGANIZATION ID#, if a	any NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASS	SIGNOR S/P) - insert	only one secured party r	name(3a or	3b)		
3a. ORGANIZATION'S NAME						
I CTODAT CLODOU DANK			MIDDLE NAME SUFFIX		Tourse	
OR SERVISIAST BANK	EIRST NAME	M	MIDDI E NA			
	FIRST NAME	M	IIDDLE NA		SUFFIX	
OP	FIRST NAME CITY		· · · · · · · · · · · · · · · · · · ·	STAL CODE	COUNTRY	
3b. INDIVIDUAL'S LAST NAME		S	· · · · · · · · · · · · · · · · · · ·			
3b. INDIVIDUAL'S LAST NAME  3c. MAILING ADDRESS	CITY	S	TATE POS		COUNTRY	
3b. INDIVIDUAL'S LAST NAME  3c. MAILING ADDRESS  850 Shades Creek Parkway, Suite 200  4. This FINANCING STATEMENT covers the following collateral:	<b>CITY</b> Birmingh	am	TATE POS	209	COUNTRY	
3b. INDIVIDUAL'S LAST NAME  3c. MAILING ADDRESS  850 Shades Creek Parkway, Suite 200  4. This FINANCING STATEMENT covers the following collateral: All of the fixtures, equipment, furnit	CITY Birmingha	am hings and pe	TATE POS AL 35	209	COUNTRY	
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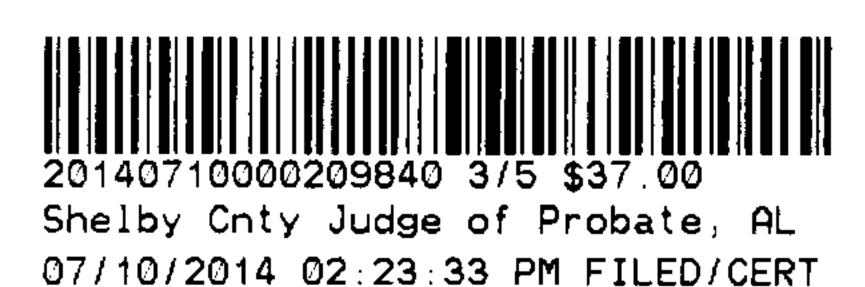
## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and ba			<del>1</del>			
9. NAME OF FIRST DEBTOR (1a or	1b) ON RELATED FINAN	CING STATEMENT	· · · · · · · · · · · · · · · · · · ·			
9a. ORGANIZATION'S NAME EDDLEMAN LANDS, LI						
OR 9b. INDIVIDUAL'S LAST NAME		MIDDLE NAME	SUFFIX			
90. INDIVIDUAL S LAST MAINE	FIRST NAME	IVIIDULE NAME	307117			
40 MICOLIC.						
10. MISCELLANEOUS:						
				HE ABOVE SPA	ACE IS FOR FILING O	FFICE USE ONLY
11. ADDITIONAL DEBTOR'S EXAC	T FULL LEGAL NAME - in	sert only one debtor name	e (11a or 11b) - do ne	ot abbreviate or	combine name	
11a. ORGANIZATION'S NAME						
OR		. <u></u>				
11b. INDIVIDUAL'S LAST NAME		FIRST N	FIRST NAME		NAME	SUFFIX
11c. MAILING ADDRESS		CITY	CITY		POSTAL CODE	COUNTRY
AAA TAXADA OON FIN TADDU I	NEO DE MAS TYPE OF	ODCANIZATION 445 UU	DISDICTION OF OR	CANIZATION	11a OPCANIZATION I	D# if any
, , <del>, , , , , , , , , , , , , , , , , </del>	NFO RE 11e. TYPE OF	OKGANIZATION JI II. JUI	KISDICTION OF OK	COMMIZATION	i ig. ONGANIZATION i	
DEBTO						NONE
12. ADDITIONAL SECURED P.	ARTY'S or ASSI	GNOR S/P -insert only	one name (12a or 1	2b)		
12a. ORGANIZATION'S NAME						
OR 12b. INDIVIDUAL'S LAST NAME		FIRST N	FIRST NAME		NAME	SUFFIX
120. HADIAIDONE O ENOT HANNE						
12c. MAILING ADDRESS		CITY	CITY		POSTAL CODE	COUNTRY
13. This FINANCING STATEMENT covers		-extracted 16. Additi	onal collateral description	on:		
collateral, or is filed as a $X$ fixture fili	ng.					
14. Description of real estate:						
See attached Exhibi	.t "A".					
45 N		1 4 _ 4 _				
15. Name and address of a RECORD OWNER of above described real estate (if Debtor does not have a record interest):		ai estate				
		17. Chec	k <u>only</u> if applicable and	check only one box	₹.	
		Debtor is a		<del></del>		
					ect to property held in trus	t or Decedent's Esta
20140710000209840 2	2/5 <b>\$</b> 37.00		k <u>only</u> if applicable and	<del></del>	<b>\</b> ,	
Shelby Cnty Judge of Probate, AL			or is a TRANSMITTING		<b></b>	
07/10/2014 02:23:33	3 PM FILED/CERT		Filed in connection with a Manufactured-Home Transaction effectiive 30 years			
	Filed	Filed in connection with a Public-Finance Transaction effective 30 years				

#### **SCHEDULE I**

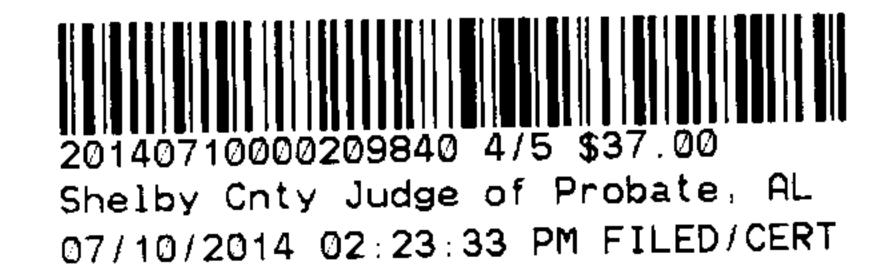
All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

- (a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and
- All buildings, structures and improvements of every nature whatsoever now or hereafter (b) 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 Borrower and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, 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"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises 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 a Mortgage and Security Agreement being recorded simultaneously herewith (the "Mortgage"); and
- (c) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Premises (other than fixtures); or placed on the Premises and used or useful in connection with, or in any way pertaining or relating to, the Premises or the use and occupancy thereof, though not attached to the Premises; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and
- (d) All policies of hazard insurance now or hereafter in effect that insure the Premises, or any Improvements, or any other property conveyed or encumbered hereby, together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and
- (e) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, 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, reserving only the right to Borrower to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and
- (f) 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 Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

- (g) All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to the Borrower or any subsequent owner of the Premises, or the Improvements, or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Premises, or the Improvements, or any other such property; and
- (h) (1) All general intangibles relating to the development or use of the Premises, the Improvements or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Premises, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Premises, the Improvements or any other property conveyed or encumbered by this Agreement, or used or useful in connection therewith, whether now or hereafter entered into; and
- (i) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; and
  - (j) All proceeds of any of the foregoing.



# EXHIBIT A LEGAL DESCRIPTION OF PREMISES

### PARCEL I

A PART OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 1 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 1 WEST AND RUN SOUTH 89°31'05" WEST ALONG THE SOUTH LINE OF SAID SECTION 3 FOR 755.32 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY #41; THENCE RUN NORTH 23°51'25" EAST ALONG SAID RIGHT OF WAY LINE FOR 1,174.26 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3,452.02 FEET, A CHORD BEARING OF NORTH 21°33'41"E AND A CURVE LENGTH OF 276.56 FEET; THENCE RUN ALONG SAID CURVE AND RIGHT OF WAY LINE FOR 276.63 FEET; THENCE RUN NORTH 89°28'19" EAST FOR 168.47 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST ¼ OF SECTION 3; THENCE RUN SOUTH 00°26'35" EAST FOR 1,326.37 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 13.90 ACRES MORE OR LESS.

### **PARCEL II**

A PART OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 1 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 1 WEST AND RUN NORTH 89°25'32" EAST ALONG THE NORTH OF SAID 1/4-1/4 SECTION FOR 1,245.25 FEET; THENCE RUN NORTH 01°19'33" EAST FOR 83.07 FEET TO THE POINT OF BEGINNING OF SAID TRACT 3; THENCE RUN NORTH 01°19'32" EAST FOR 254.42 FEET; THENCE RUN NORTH 44°10'52" WEST FOR 113.96 FEET; THENCE RUN SOUTH 36°37'57" WEST FOR 49.46 FEET; THENCE RUN SOUTH 46°45'15" WEST FOR 52.54 FEET; THENCE RUN SOUTH 60°16'25" WEST FOR 61.90 FEET; THENCE RUN SOUTH 29°48'11" WEST FOR 184.82 FEET; THENCE RUN SOUTH 13°52'13" WEST FOR 63.76 FEET; THENCE RUN SOUTH 88°35'39" EAST FOR 302.31 FEET. TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 69,055.36 SQ. FT. OR 1.59 ACRES MORE OR LESS.