UCC FINANCING STATEMENT

20141009000319770 1/6 \$39.00 Shelby Cnty Judge of Probate, AL

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	or's name); if any part of the statement Addendum (Forn	
DITIO	ONAL NAME(S)/INITIAL(S)) SUFFIX
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Debtor	or's name); if any part of the	e Individual Debto
cing St	tatement Addendum (Forn	1 UCC1Ad)
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a or 3t	b)	
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		L 35040

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions)	being administered by a Decedent's Personal Representative
6a. Check only if applicable and check only one box:	6b. Check only if applicable and check only one box:
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility 7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buy	Agricultural Lien Non-UCC Filing yer Bailee/Bailor Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA: File with Shelby County Judge of Probate	Concerbanos Elcensee/Licensor



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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

 NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if because Individual Debtor name did not fit, check here 	f line 1b was left blank				
9a. ORGANIZATION'S NAME SB DEV. CORP.					
OR 9b. INDIVIDUAL'S SURNAME	<u> </u>				
FIRST PERSONAL NAME	· ·				
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	THE ABOVE	E SPACE	IS FOR FILING OFFIC	CE USE ONLY
10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name o do not omit, modify, or abbreviate any part of the Debtor's name) and enter the n		t fit in line 1b or 2b of the			
10a. ORGANIZATION'S NAME				· 7.* 1 ·	<u> </u>
OR 10b. INDIVIDUAL'S SURNAME	<u> </u>	 	<u> </u>	· · · · · · · · · · · · · · · · · · ·	<u> </u>
INDIVIDUAL'S FIRST PERSONAL NAME	· ·- · · · · · · · · · · · · · · · · ·	······································		· · · · · · · · · · · · · · · · · · ·	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			_		SUFFIX
10c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
11. ADDITIONAL SECURED PARTY'S NAME or ASSIGN 11a. ORGANIZATION'S NAME OR	OR SECURED PAI	RTY'S NAME: Provide	only <u>one</u> n	ame (11a or 11b)	
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NA	VE.	ADDITIC	DNAL NAME(S)/INITIAL(S	SUFFIX
11c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
12. ADDITIONAL SPACE FOR ITEM 4 (Collateral): All collateral described on Exhibit A and Schedule 1 at	tached hereto ar	d made a part h	ereof.		
13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)					
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	covers timber 16. Description of real	<u> </u>	s-extracted	collateral is filed a	as a fixture filing
17. MISCELLANEOUS:			· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	

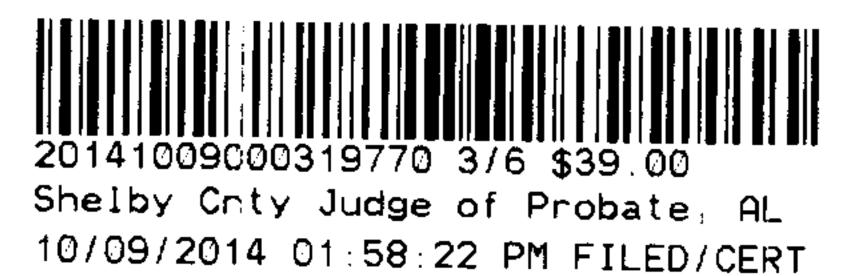
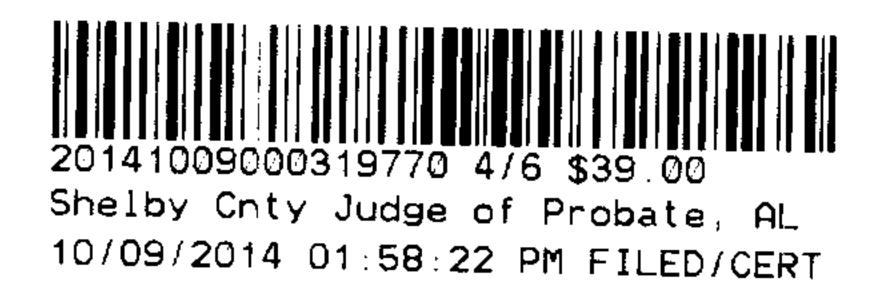


EXHIBIT A TO FINANCING STATEMENT Collateral Description

Exhibit A to Uniform Commercial Code ("UCC") Financing Statement (Form UCC-1) (this "Financing Statement"), naming SB DEV. CORP., an Alabama corporation, as debtor ("Debtor"), and FIRST UNITED SECURITY BANK, as secured party ("Secured Party").

<u>COLLATERAL DESCRIPTION</u>. This Financing Statement covers the following described personal property in which Debtor now or at any time hereafter has any interest (collectively, the "<u>Collateral</u>"):

- All building and construction materials and supplies, inventory, equipment, fixtures, systems, machinery, furniture, furnishings, goods, tools, apparatus and fittings of every kind or character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, the complete and proper planning, development, use, occupancy or operation of the Real Estate and Improvements, or acquired (whether delivered to the Real Estate or elsewhere) for use or installation in or on the Real Estate or the Improvements, wherever the same may be located, which are now or hereafter attached to or situated in, on or about the Real Estate and the Improvements, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building and construction materials and supplies, equipment and fixtures of every kind and character used or useful in connection with the Improvements, and all renewals and replacements of, substitutions for and additions to any of the foregoing.
- All (i) plans and specifications for the Improvements, (ii) the Debtor's rights, but not liability for any (b) breach by the Debtor, under all commitments (including any commitments for financing to pay any of the Debt), insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government-sponsored program or entity), interest rate protection agreements, contracts and agreements for the design, construction, renovation, operation or inspection of the Improvements and other contracts and general intangibles (including payment intangibles and any trademarks, trade names, goodwill, software and symbols) related to the Real Estate or the Improvements or Personal Property or the operation thereof, (iii) deposits and deposit accounts arising from or relating to any transactions related to the Real Estate or the Improvements or Personal Property (including the Debtor's right in tenants' security deposits, deposits with respect to utility services to the Real Estate, and any deposits, deposit accounts or reserves hereunder or under any other Loan Document (as defined in the Loan Agreement) for taxes, insurance or otherwise), (iv) rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (whether tangible or electronic) arising from or by virtue of any transactions related to the Real Estate or Improvements, (v) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Real Estate and Improvements, (vi) as-extracted collateral produced from or allocated to the Real Estate, including oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom and the proceeds thereof, and (vii) engineering, accounting, title, legal and other technical or business data concerning the Real Estate and Improvements, including software, which are in the possession of the Debtor or in which the Debtor can otherwise grant a security interest.
- All (i) accounts and proceeds (whether cash or non-cash and including payment intangibles), of or arising from the properties, rights, titles and interests referred to hereinabove, including the proceeds



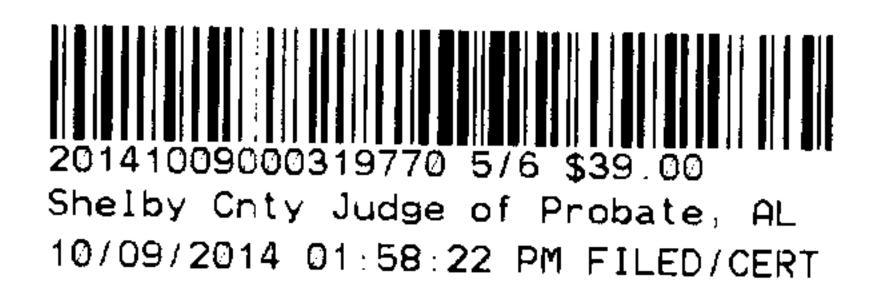
of any sale, lease or other disposition thereof, proceeds of each policy of insurance, present and future (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government-sponsored program or entity), payable because of a loss sustained to all or part of the Real Estate or Improvements (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, proceeds arising out of any damage thereto, including any and all commercial tort claims, (ii) letter-of-credit rights (whether or not the letter of credit is evidenced by writing) the Debtor now has or hereafter acquires relating to the properties, rights, title and interests referred to herein, (iii) commercial tort claims the Debtor now has or hereafter acquires relating to the properties, rights, title and character which the Debtor now has or hereafter acquires in, or for the benefit of the properties, rights, titles and interests referred to hereinabove and all property used or useful in connection therewith, including rights of ingress and egress and remainders, reversions and reversionary rights or interests.

- Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.
- (e) All proceeds and products of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to above.

As used in this Financing Statement, (i) "Real Estate" means the real estate described on Schedule 1 attached hereto and made a part hereof; (ii) "Improvements" means all improvements, structures, buildings, appurtenances, and fixtures now or hereafter situated on the Real Estate; and (iii) "Personal Property" means the Collateral and all other personal property covered by the Mortgage.

All other capitalized terms used but not defined in the Financing Statement shall have the meanings ascribed to such terms in the Mortgage, Security Agreement and Assignment of Rents and Leases dated [October 8, 2014] from Debtor to Secured Party (the "Mortgage").

The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of the Deed of Trust with respect to any property described therein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Deed of Trust or the priority of Secured Party's lien created thereby, and this Financing Statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Deed of Trust must, in order to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivision or entity of the Federal Government, be filed in the UCC records.



SCHEDULE 1 TO EXHIBIT A TO FINANCING STATEMENT Description of Real Property

<u>Schedule 1</u> to Uniform Commercial Code ("<u>UCC</u>") Financing Statement (Form UCC-1) (this "<u>Financing Statement</u>"), naming **SB DEV. CORP.**, an Alabama corporation, as debtor ("<u>Debtor</u>"), and **FIRST UNITED SECURITY BANK**, as secured party ("<u>Secured Party</u>").

<u>Property Description</u>. The real property referred to in <u>Exhibit A</u> of this Financing Statement is located in <u>[Shelby]</u> County, Alabama, and being more particularly described as follows:

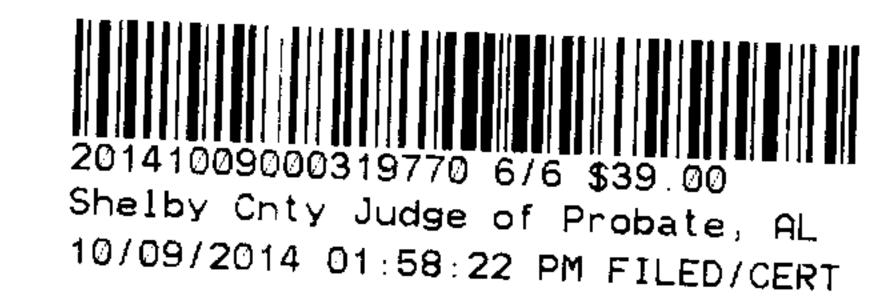


EXHIBIT A TO FINANCING STATEMENT

Lot 78, according to the Survey of Kirkman Preserve Phase 3, as recorded in Map Book 44, Page 58 A&B, In the Probate Office of Shelby County, Alabama.