| JCC FINANCING STATEMENT OLLOW INSTRUCTIONS (front and back) CAREFULLY | 20140703000203180 1/5 \$37.00 | | | |
|---|--|--------------------------------|---------------------------------------|-------------|
| A. NAME & PHONE OF CONTACT AT FILER [optional] | | | Cnty Judge of F 2014 03:48:51 PM | 1 ODG CO ; |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) | | 0//031 | 2014 00.40.0 | |
| Dempsey, Steed, Stewart, Ritchey & Gache, LLP 1910 28th Avenue South Birmingham, AL 35209 | | | | |
| DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a | | SPACE IS FO | R FILING OFFICE US | SEONLY |
| 1a. ORGANIZATION'S NAME | | | | |
| J. S. Lewis Properties, LLC | | MIDDLE | N: ∧ 1.8⊊ | SUFFIX |
| 16. INDIVIDUAL'S LAST NAME | FIRST NAME | INITUULE | IVAIVE | SOFTIA |
| c MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| 904 Old Hickory Road | Birmingham | AL | 35244 | USA |
| ADD'L INFO RE 1e TYPE OF ORGANIZATION ORGANIZATION DEBTOR Limited Liability Co. | 1f JURISDICTION OF ORGANIZATION Alabama | 1g. ORGANIZATIONAL ID#, if any | | √ NO |
| | debtor name (2a or 2b) - do not abbreviate or comb | oine names | <u> </u> | |
| 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 2a. ORGANIZATION'S NAME | | | | |
| 2a. ORGANIZATION'S NAME | FIRST NAME | MIDDLE | NAME | SUFFIX |
| 2a. ORGANIZATION'S NAME 2b. INDIVIDUAL'S LAST NAME | FIRST NAME CITY | MIDDLE | NAME POSTAL CODE | SUFFIX |
| 2a. ORGANIZATION'S NAME 2b. INDIVIDUAL'S LAST NAME | | STATE | | COUNTRY |
| 2b. INDIVIDUAL'S LAST NAME ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNO 3a. ORGANIZATION'S NAME | CITY 2f. JURISDICTION OF ORGANIZATION | STATE 2g. ORG | POSTAL CODE | COUNTRY |
| 2a. ORGANIZATION'S NAME 2b. INDIVIDUAL'S LAST NAME 2c. MAILING ADDRESS ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNO | CITY 2f. JURISDICTION OF ORGANIZATION | STATE 2g. ORG | POSTAL CODE ANIZATIONAL ID #, if any | COUNTRY |

This form is filed as additional security to that certain Purchase Money Real Estate Future Advanced Mortgage, Assignment of Rents and Lease and Security Agreement recorded as <u>20140703000203150</u> in the Office of the Judge of Probate of Shelby County, Alabama.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR 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 [if applicable] [ADDITIONAL FEE] To the control of the record of th



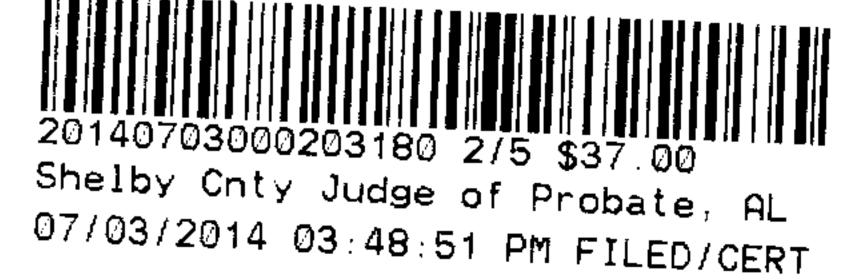
Debtor: J. S. Lewis Properties, LLC

Secured Party: Anthony's Real Estate, LLC

EXHIBIT A Description of Collateral

All accounts, accounts receivable, rents, leases, profits and royalties from or relating to: (i) the real property described in Exhibit B (the "Real Estate"), (ii) the Improvements (defined below) and (iii) the lease, rental, occupancy, licensing and use of any of the Real Estate, the Improvements or services related thereto. All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Real Estate described in Exhibit B, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Real Estate described in Exhibit B or not, and whether in storage or otherwise, where ever the same may be located (collectively, the "Improvements"). All contracts and contract rights relating to the development or acquisition of, or the construction of improvements on, the Real Estate, including without limitation all construction contracts, architectural services or design contracts, all purchase contracts and all option contracts, whether now owned or existing or hereafter created, acquired or arising. Products and proceeds, (including without limitation-tort, contractual, insurance claims and proceeds) of the same. FOR VALUE RECEIVED, Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: J. S. Lewis Properties, LLC





Debtor: J. S. Lewis Properties, LLC

Secured Party: Anthony's Real Estate, LLC

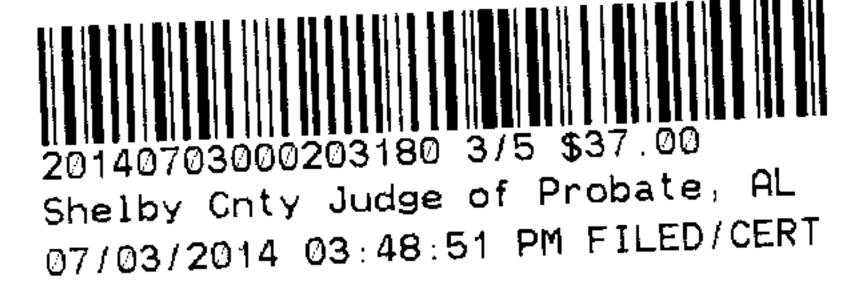
EXHIBIT B Description of Real Estate

The following described real estate located in Shelby County, Alabama:

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West in Shelby County, Alabama and being more particularly described as follows:

Commence at the NE corner of the South 1/2 of the NE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West; thence North 82 deg. 58 min. 11 sec. West a distance of 1083.08 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 193.87 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence South 32 deg. 31 min. 16 sec. West along said right of way line a distance of 190.00 feet to a point on the Northerly right of way line of Canyon Park Drive; thence South 57 deg. 28 min. 44 sec. East along said right of way line a distance of 175.00 feet; thence North 32 deg. 31 min. 16 sec. East a distance of 273.44 feet to the Point of Beginning; being situated in Shelby County, Alabama.

Said parcel also being described as Lot 11 of the proposed Canyon Park Subdivision.





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|--------------------------------|---|--|---|---------------------------------------|---------------------------------------|--------------------------------------|-----------------|
| 9a. ORGANIZATION'S NA | | | | | | | |
| J. S. Lewis Proj | | DOT NAME | MIDDLE NAME, SUFFIX | | | | |
| 9b. INDIVIDUAL'S LAST N | NAME | RST NAME | IVIIDDEL IVAIVIL,OUT IX | | | | |
| 0. MISCELLANEOUS: | | | | | | | |
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| | | | | THE ABO | /E SPACE | IS FOR FILING OFFI | CE USE ONLY |
| 1 ADDITIONAL DEBTO | R'S EXACT FULL LEG | GAL NAME - insert only one r | name (11a or 11b) - do not abbrev | | | | |
| 11a. ORGANIZATION'S N | ······································ | | | | · · · · · · · · · · · · · · · · · · · | | |
| \D | | | | <u></u> | | | To vee ex |
| 11b. INDIVIDUAL'S LAST NAME | | | FIRST NAME | | MIDDLE NAME | | SUFFIX |
| | | | CITY | · | STATE | POSTAL CODE | COUNTRY |
| Ic. MAILING ADDRESS | | | CITY | | SIAIL | POSTAL GODE | |
| d. SEE INSTRUCTIONS | ADD'L INFO RE 11e. | TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGA | NIZATION | 11g. OR | GANIZATIONAL ID #, if a | ny |
| | ORGANIZATION DEBTOR | | ' ! | | , ! | | Пио |
| 2. ADDITIONAL SEC | CURED PARTY'S o | assignor s/P's | S NAME - insert only <u>one</u> name | e (12a or 12b) | | | |
| 12a. ORGANIZATION'S N | | | | | | | |
| R | | · · · · · · · · · · · · · · · · · · · | · · · · · · · · · · · · · · · · · · · | . <u>-</u> | | | |
| 12b. INDIVIDUAL'S LAST NAME | | | FIRST NAME | | MIDDLE | NAME | SUFFIX |
| c. MAILING ADDRESS | <u></u> | ······································ | CITY | · · · · · · · · · · · · · · · · · · · | STATE | POSTAL CODE | COUNTRY |
| :. MAILING ADURESS | | | | | | | |
| 3. This FINANCING STATE | MENT covers timber to | o be cut or as-extracted | 16. Additional collateral descri | ption: | | | |
| collateral, or is filed as a | | | | | | | |
| 4. Description of real estate: | | | | | | | |
| | | | | | | | |
| See Schedule "A" | | | | | | | |
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| | | a.described real setate | | | | | |
| | ECORD OWNER of above | e-described real estate | | | | | |
| 5. Name and address of a Ri | ECORD OWNER of above | e-described real estate | | | | | |
| 5. Name and address of a Ri | ECORD OWNER of above | e-described real estate | 17 Chack only if applicable on | d check only one | | | |
| | ECORD OWNER of above | e-described real estate | 17. Check <u>only</u> if applicable an Debtor is a Trust or | | | roparty hald in trust or | Decedent's Esta |

18. Check only if applicable and check only one box.

Filed in connection with a Manufactured-Home Transaction

Filed in connection with a Public-Finance Transaction

Debtor is a TRANSMITTING UTILITY

n

Debtor: J. S. Lewis Properties, LLC

Secured Party: Anthony's Real Estate, LLC

SCHEDULE "A" Description of Collateral

All accounts, accounts receivable, rents, leases, profits and royalties from or relating to: (i) the real property described in Exhibit B (the "Real Estate"), (ii) the Improvements (defined below) and (iii) the lease, rental, occupancy, licensing and use of any of the Real Estate, the Improvements or services related structures, and improvements of every whatsoever nature buildings, thereto. now or hereafter situated on the Real Estate described in Exhibit B, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Real Estate described in Exhibit B or not, and whether in storage or otherwise, where ever the same may be located (collectively, the "Improvements"). All contracts and contract rights relating to the development or acquisition of, or the construction of improvements on, the Real Estate, including without limitation all construction contracts, architectural services or design contracts, all purchase contracts and all option contracts, whether now owned or existing or hereafter created, acquired or arising. Products and proceeds, (including without limitation-tort, contractual, insurance claims and proceeds) of the same. FOR VALUE RECEIVED, Debtor hereby grants Secured Party a security interest foregoing.

Record Owner of Real Estate: J. S. Lewis Properties, LLC

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