

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

20140703000203180 1/5 \$37.00
Shelby Cnty Judge of Probate, AL
07/03/2014 03:48:51 PM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dempsey, Steed, Stewart, Ritchey & Gache, LLP
1910 28th Avenue South
Birmingham, AL 35209

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

J. S. Lewis Properties, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

4904 Old Hickory Road

CITY

Birmingham

STATE

AL

POSTAL CODE

35244

COUNTRY

USA

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION
Limited Liability Co.

1f. JURISDICTION OF ORGANIZATION
Alabama

1g. ORGANIZATIONAL ID #, if any

☒ 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

☐ 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

Anthony's Real Estate, LLC

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

3037 Highway 150

CITY

Hoover

STATE

AL

POSTAL CODE

35244-7032

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibits A and B attached hereto.

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 20140703000203150 in the Office of the Judge of Probate of Shelby County, Alabama.

5. ALTERNATIVE DESIGNATION [if applicable]

☐ LESSEE/LESSOR

☐ CONSIGNEE/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 ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]

☐ All Debtors

☐ Debtor 1

☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

1391-002 ds

[Handwritten signature]

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

[Handwritten signature]

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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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		
J. S. Lewis Properties, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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	
11d. SEE INSTRUCTIONS	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 or ☐ 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:

See Schedule "A"

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

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

☐ Filed in connection with a Public-Finance Transaction


Handwritten signature

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 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


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