

20140905000279760 09/05/2014 02:01:13 PM UCC1 1/2

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] (205 871 1440 B. SEND ACKNOWLEDGMENT TO: (Name and Address) Jeff W. Parmer Law Offices of Jeff W. Parmer, LLC 850 Shades Creek Parkway, Suite 210 Birmingham, Alabama 35209 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names i 1a. ORGANIZATION'S NAME Birmingham Industrial Construction, LLC 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX POSTAL CODE COUNTRY STATE 1c. MAILING ADDRESS 35224 Birmingham USA 1327 Erie Street 1g. ORGANIZATIONAL ID#, if any 11. JURISDICTION OF ORGANIZATION 1e. TYPE OF ORGANIZATION ADD'L INFO RE **ORGANIZATION** Alabama limited liability company DEBTOR 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 2b. INDIVIDUAL'S LAST NAME MIDDLE NAME SUFFIX FIRST NAME POSTAL CODE STATE COUNTRY CITY 2c. MAILING ADDRESS ADD'L INFO RE 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any **ORGANIZATION** NONE DEBTOR 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 ServisFirst Bank 36. INDIVIDUAL'S LAST NAME MIDDLE NAME SUFFIX FIRST NAME POSTAL CODE COUNTRY 3c. MAILING ADDRESS STATE CITY 35209 Birmingham |AL|USA 850 Shades Creek Parkway, Suite 200 4. This FINANCING STATEMENT covers the following collateral:

All of the fixtures, equipment, furniture, furnishings, and person property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof, and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described as

Lot 3, according to the Survey of Corporate Woods Circle, as recorded in Map Book 38, Page 73, in the Probate Office of Shelby County, Alabama.

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT BEIGN FILED SIMULTANEOUSLY HEREWITH, ON WHICH THE APPROPRIATE MORTAGE TAX IS BEING PAID.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR		BAILEE/BAILOR SELLER/BUYER	AG. LIEN NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) is ESTATE RECORDS. Attach Addendum	in the REAL 7 Check to REQUI	EST SEARCH REPORT(S) on Debtor(s) EE] [optional]	All Debtors Debtor 1 Debtor 2
8 OPTIONAL FILER REFERENCE DATA			

20140905000279760 09/05/2014 02:01:13 PM UCC1 2/2 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 the attached Lot 3, according to the Survey of Corporate Woods Circle, as recorded in Map Book 38, Page 73, in the Probate Office of Shelby County, Alabama. (the "Land"); and
- All buildings, structures and improvements of every nature whatsoever now or (b) hereafter 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 Debtor 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 filed simultaneously herewith (the "Mortgage"); and
- (c) 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
- (d) 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 Debtor of, in and to the same, reserving only the right to Debtor 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
- (e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/05/2014 02:01:13 PM
\$31.00 KELLY

20140905000279760

Jung