

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



20150121000021610 1/4 \$35.00  
Shelby Cnty Judge of Probate, AL  
01/21/2015 10:40:03 AM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Lisa Parker (205) 250-8400</b>
B. E-MAIL CONTACT AT FILER (optional) <b>lparker@najjar.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><b>Najjar Denaburg, P.C.</b> <b>Attn: Lisa Parker</b> <b>2125 Morris Ave.</b> <b>Birmingham, AL 35203</b></div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME <b>River Run Farm, Inc.</b>			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>4799 Grantswood Road</b>		CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35210</b>
				COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME <b>SouthPoint Bank</b>			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>3500 Colonnade Parkway, Suite 140</b>		CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35243</b>
				COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**See attached Schedule "I".**

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:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: River Run Farm, Inc.

Secured Party/Mortgagee: SouthPoint Bank

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The following (hereinafter "Mortgaged Property"):

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions 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 Land or not and whether in storage or otherwise wheresoever the same may be located;
- c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- d) Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower



is not in default, the right to receive the benefits of such contracts and said contract rights;

e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");


f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

g) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

h) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

  
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## Exhibit "A"

A parcel of land being acreage in the West  $\frac{1}{2}$  of Southwest  $\frac{1}{4}$  of Section 32, Township 19 South, Range 1 East and in the East  $\frac{1}{2}$  of Southeast  $\frac{1}{4}$  of Section 31, Township 19 South, Range 1 East, and Lots 1, 2, 3 & 5 of Metzger Subdivision, as recorded in Map Book 40, Page 26, in the Office of the Judge of Probate of Shelby County Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township 19 South, Range 1 East, Shelby County, Alabama; thence North 03 degrees 36 minutes 12 seconds West, a distance of 246.78'; thence North 04 degrees 32 minutes 16 seconds West, a distance of 73.82' to the POINT OF BEGINNING; thence South 89 degrees 58 minutes 10 seconds East, a distance of 293.70'; thence South 00 degrees 36 minutes 52 seconds East, a distance of 161.34'; thence South 45 degrees 47 minutes 48 seconds West, a distance of 318.75'; thence South 52 degrees 00 minutes 26 seconds East, a distance of 287.34' to a curve to the right, having a radius of 1000.00, a central angle of 05 degrees 14 minutes 10 seconds, and subtended by a chord which bears South 49 degrees 23 minutes 21 seconds East, and a chord distance of 91.36'; thence along the arc of said curve, a distance of 91.39'; thence South 45 degrees 24 minutes 12 seconds East, a distance of 94.20' to a curve to the left, having a radius of 1000.00, a central angle of 06 degrees 48 minutes 02 seconds, and subtended by a chord which bears South 48 degrees 48 minutes 13 seconds East, and a chord distance of 118.62'; thence along the arc of said curve, a distance of 118.69'; thence South 52 degrees 12 minutes 15 seconds East, a distance of 163.12'; thence South 49 degrees 49 minutes 54 seconds East, a distance of 193.85'; thence South 47 degrees 35 minutes 24 seconds East, a distance of 188.96'; thence South 45 degrees 55 minutes 49 seconds East, a distance of 367.89'; thence North 13 degrees 25 minutes 30 seconds East, a distance of 609.37'; thence North 76 degrees 32 minutes 51 seconds West, a distance of 259.73'; thence North 21 degrees 07 minutes 04 seconds East, a distance of 202.54'; thence South 63 degrees 29 minutes 33 seconds East, a distance of 252.64' to a non-tangent curve to the right having a radius of 520.44, a central angle of 32 degrees 43 minutes 04 seconds, and subtended by a chord which bears North 42 degrees 50 minutes 57 seconds East, and a chord distance of 293.17'; thence along the arc of said curve, a distance of 297.19' to a reverse curve to the left, having a radius of 638.00, a central angle of 16 degrees 30 minutes 17 seconds, and subtended by a chord which bears North 50 degrees 58 minutes 39 seconds East, and a chord distance of 183.15'; thence along the arc of said curve, a distance of 183.78'; thence North 42 degrees 42 minutes 53 seconds East, a distance of 272.78'; thence North 08 degrees 52 minutes 13 seconds West, a distance of 124.22'; thence South 89 degrees 32 minutes 43 seconds West, a distance of 1308.06' to the POINT OF BEGINNING.

Situated in Shelby County, Alabama.

  
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