

20210526000257110 1/5 \$45.00
Shelby Cnty Judge of Probate, AL
05/26/2021 09:33:22 AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Michael B. Odom (205) 725-6400
B. E-MAIL CONTACT AT FILER (optional) modom@mcglinchey.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) McGlinchey Stafford 505 North 20th Street Suite 800 Birmingham, AL 35203

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 Yarbrough Property Solutions, LLC				
	1b. INDIVIDUAL'S SURNAME				
1c. MAILING ADDRESS 2161 Highway 33		CITY Pelham	STATE AL	POSTAL CODE 35124	COUNTRY USA

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				
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 SouthPoint Bank				
	3b. INDIVIDUAL'S SURNAME				
3c. MAILING ADDRESS 3501 Grandview Parkway		CITY Birmingham	STATE AL	POSTAL CODE 35243	COUNTRY USA

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

See Attached Schedule I

Additional Collateral to that certain Real Estate Mortgage recorded simultaneously herewith.

Taxes paid with mortgage recording.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Yarbrough Property Solutions, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

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 ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See attached Exhibit A

17. MISCELLANEOUS:

Schedule I

(A) The land described in Exhibit A attached hereto and made a part hereof (the "Land") as well as all development rights, air rights, water, water rights and water stock relating to the Land, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Land, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law and in equity of Mortgagor of, in and to the same, including but not limited to the other rights herein enumerated.

(B) All present and future structures, buildings, improvements and appurtenances of any kind now or hereafter situated on the Land (herein called the "Improvements") and all fixtures, fittings, apparatus, equipment and appliances of every kind and character now or hereafter attached or appertaining to the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all plumbing fixtures, ornamental and decorative fixtures, elevators, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances and sprinkling, smoke, fire and intrusion detection devices, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Mortgage, whether or not attached or affixed to the Land.

(C) All appurtenances to the Land and all rights of Mortgagor in and to any streets, roads, public places, easements or rights of way relating to the Land.

(D) All the Rents, revenues, receipts, royalties, issues, income and profits of the Land and the Improvements and all rights of Mortgagor under all present and future Leases and subleases affecting the Land and the Improvements.

(E) All proceeds and claims arising on account of any damage to or taking of the Land or any Improvements thereon or any part thereof and all causes of action and recoveries for any loss or diminution in the value of the Land or any Improvements.

(F) All building materials, equipment, fixtures, fittings and appliances of every kind and character now owned or hereafter acquired by Mortgagor for the purpose of being solely used in connection with the operation of the Improvements as a building as distinct from any business conducted within the Improvements or on the Land, whether such building materials, equipment, fixtures, fittings and appliances are actually located on or adjacent to the Land and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all lumber and lumber products, bricks, building stones and blocks, sand, cement, roofing and flooring material, paint, doors, windows, hardware, nails, insulations, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures and all gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances; and

(G) All general intangibles relating to the development or use of the Land, including, without limitation, all water and sewer allocations, all licenses, all

governmental permits relating to construction on the Land, all names under or by which the Land or any Improvements on the Land may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land.



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Exhibit A
(Legal Description of Land)

PARCEL I:

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of the NE 1/4 of the SW 1/4 of said Section 7, thence South 0 degrees 2 minutes 32 seconds West along the West line of said 1/4-1/4 section a distance of 417.95 feet to the point of beginning; thence South 76 degrees 26 minutes 28 seconds East a distance of 156.83 feet; thence North 25 degrees 56 minutes 7 seconds East a distance of 244.97 feet; thence South 46 degrees 4 minutes 48 seconds East a distance of 375.84 feet to a point lying on the northwesterly right of way line of Shelby County Highway #33 (80 foot right of way), said point also lying on a curve to the left, having a radius of 942.28 feet, a central angle of 3 degrees 11 minutes 43 seconds and subtended by a chord which bears South 33 degrees 45 minutes 47 seconds West a chord distance of 52.54 feet; thence along the arc of said curve and said right of way line, a distance of 52.55 feet to the end of said curve, thence South 32 degrees 9 minutes 10 seconds West along said right of way line, a distance of 120.32 feet; thence leaving said right of way line, North 58 degrees 54 minutes 31 seconds West a distance of 222.65 feet; thence South 32 degrees 8 minutes 33 seconds West a distance of 122.05 feet; thence North 57 degrees 50 minutes 50 seconds West a distance of 1214.45 feet to a point lying on the West line of said 1/4-1/4 section; thence North 0 degrees 2 minutes 32 seconds East along said 1/4-1/4 line a distance of 96.96 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II:

A parcel of land in the NE 1/4 of the SW 1/4 of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama, being described as follows:

Commence at the SW corner of said 1/4-1/4 section; thence turn North along the West 1/4-1/4 line 802.97 feet; thence turn right 122 degrees 06 minutes 38 seconds and run southeast 214.45 feet to the point of beginning; thence continue last course 222.61 feet to a point on the Northwest right of way of Shelby County Highway #33; thence turn left 90 degrees 00 minutes 00 seconds and run northeast 126.19 feet along said right of way; thence turn left 91 degrees 83 minutes 49 seconds and run northwest 222.65 feet; thence turn left 88 degrees 56 minutes 11 seconds and run southwest 122.05 feet to the point of beginning; being situated in Shelby County, Alabama.

Exhibit A

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