

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
Taylor D. Forrester (865) 584-4040

B. E-MAIL CONTACT AT FILER (optional)  
TForrester@lrwlaw.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)  

Long, Ragsdale & Waters, P.C.  
1111 Northshore Drive, NW  
Suite S-700  
Knoxville, Tennessee 37919-4074  
Attn: Taylor D. Forrester

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)

1a. ORGANIZATION'S NAME  
JMB FP Investment Company, LLC

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS  
325 Erin Drive

CITY  
Knoxville

STATE  
TN

POSTAL CODE  
37919

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)

2a. ORGANIZATION'S NAME

OR

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)

3a. ORGANIZATION'S NAME  
SOUTHEAST BANK

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS  
12700 Kingston Pike

CITY  
Knoxville

STATE  
TN

POSTAL CODE  
37934

COUNTRY  
USA

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

Debtor hereby grants a security interest in favor of Secured Party in and to the property described and set forth on Exhibit B attached hereto and incorporated herein by reference. A portion of such collateral will be located on the real property described in Exhibit A attached hereto and incorporated herein by reference, and may be or may become fixtures. The record owner of such real property is Debtor.

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 ☐ Licensor/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
TDF\ Clients\ JMB Investment Company\ Alabaster, AL [SouthEast][FastPace]\3363-276\ UCC -Shelby Co., AL

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 <input type="checkbox"/>	
9a. ORGANIZATION'S NAME JMB FP Investment Company, LLC	
OR	9b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only <u>one</u> 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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME or <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> 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. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> 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:

17. MISCELLANEOUS: TDE\ Clients\ JMB Investment Company\ Alabaster, AL [SouthEast][FastPace]\3363-276\UCC - Knox Co., TN	
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Exhibit A

All that certain lot or parcel of land situated in the County of Shelby, State of Alabama, and being more particularly described as follows:

Commence at the Northwest corner of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, and run South 00 degrees 25 minutes 40 seconds East along the West line thereof a distance of 661.30 feet to the Northwest corner of an Overall Lot as recorded in Map Book 44, Page 10 in the Probate Office of Shelby County, Alabama; thence run South 89 degrees 23 minutes 43 seconds East along the Northerly boundary of said Overall Lot a distance of 156.81 feet; thence run South 88 degrees 45 minutes 52 seconds East and continue along said Northerly boundary of said Overall Lot a distance of 310.01 feet to a found 4-inch open top pipe, said point being the point of beginning; thence run South 89 degrees 12 minutes 42 seconds East a distance of 196.81 feet to a found 5/8 inch capped rebar stamped CA-0237-LS; thence run South 89 degrees 22 minutes 35 seconds East a distance of 372.84 feet to a set 5/8 inch capped rebar stamped CA-560-LS, said point lying on the Westerly right of way of Alabama Highway 119; thence run South 26 degrees 31 minutes 21 seconds West and along said Westerly right of way a distance of 208.12 feet to a found 5/8 inch capped rebar stamped Beacon, said point being the Northeastern corner of said Overall Lot; thence run North 88 degrees 59 minutes 14 seconds West and leaving said right of way and along the boundary of said Overall Lot a distance of 555.53 feet to a found 2-inch open top pipe; thence run North 23 degrees 16 minutes 05 seconds East and along the boundary of said Overall Lot a distance of 199.38 feet to the point of beginning.

Formerly described as:

All that certain lot or parcel of land situate in the County of Shelby, State of Alabama, and being more particularly described as follows:

For point of reference, beginning at the Northwest corner of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, and run South along the West line thereof a distance of 660 feet; thence run East and parallel to the North line of said Section a distance of 1100 feet, more or less, to a point on the Western margin of the Montevallo Public Road, said point being the point of beginning; thence run Southerly along the Westerly side of said road, 100.00 feet to an iron pin; thence turn an angle to the right of 0 degrees 44 minutes 39 seconds and run Southerly along the Westerly side of said road 100.00 feet to an iron pin; thence turn an angle to the right of 68 degrees 04 minutes 1 seconds and run Westerly 593.04 feet to an iron pipe; thence turn an angle to the right of 111 degrees 39 minutes 05 seconds and run Northerly 100.09 feet to an iron pipe; thence turn an angle to the right of 01 degrees 07 minutes 42 second and run Northerly 99.31 feet to in iron pipe; thence turn an angle to the right of 67 degrees 05 minutes 04 seconds and run East 596.15 feet to the point of beginning.

Being situated in Shelby County, Alabama.

LESS AND EXCEPT:

A part of the Northwest 1/4 of the Northwest 1/4 of Section 14, Township 21 South, Range 3 West, identified as Tract No. 10, Project No. STPAA-458(1), Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of said Northwest 1/4 of the Northwest 1/4; thence West along the South line of said Northwest 1/4 of Northwest 1/4 a distance of 530 feet, more or less, to the present Northwest right of way line of Alabama Highway No. 119; thence Northeasterly along said right of way line a distance of 505

feet, more or less, to the South property line and the point of beginning of the property herein to be conveyed; thence continue Northeasterly along said right of way line a distance of 198 feet, more or less, to the North property line; thence Westerly along said property line a distance of 27 feet, more or less, to a point on a line which extends from a point that is 90 feet Northwesterly of and at right angles to the centerline of said Project No. STPAA-458(1) at P.T. Station 455+90.39 to a point that is 80 feet Northwesterly of and at right angles to said centerline at Station 461+25; thence Southwesterly along a line which if extended, would intersect said point that is 90 feet Northwesterly of and at right angles to the centerline of said Project No. STPAA-458(1) at P.T. Station 455+90.39 a distance of 203 feet, more or less, to the South property line; thence Easterly along said property line a distance of 38 feet, more or less, to the point of beginning.

EXHIBIT B  
(Alabaster, AL)

**UCC-1 FINANCING STATEMENT**

**\$3,600,000.00 LOAN TO JMB FP INVESTMENT COMPANY, LLC**

All of Debtor's right, title and interest in all goods, inventory, machinery, apparatus, equipment, fittings, fixtures, accessions, personal property of any kind or nature, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Collateral"), now or hereafter located in, upon, or under the property described on Exhibit A (the "Premises") or any part thereof and used or usable in connection with said property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, incinerating, and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus; boilers, ranges, furnaces, oil burners, or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Premises and intended to be installed therein; together with all additions thereto and replacements thereof (Debtor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Trustee or Beneficiary to confirm the conveyance, transfer, and assignment of any of the foregoing); together with all additions and replacements thereof and all proceeds and products of the foregoing; and

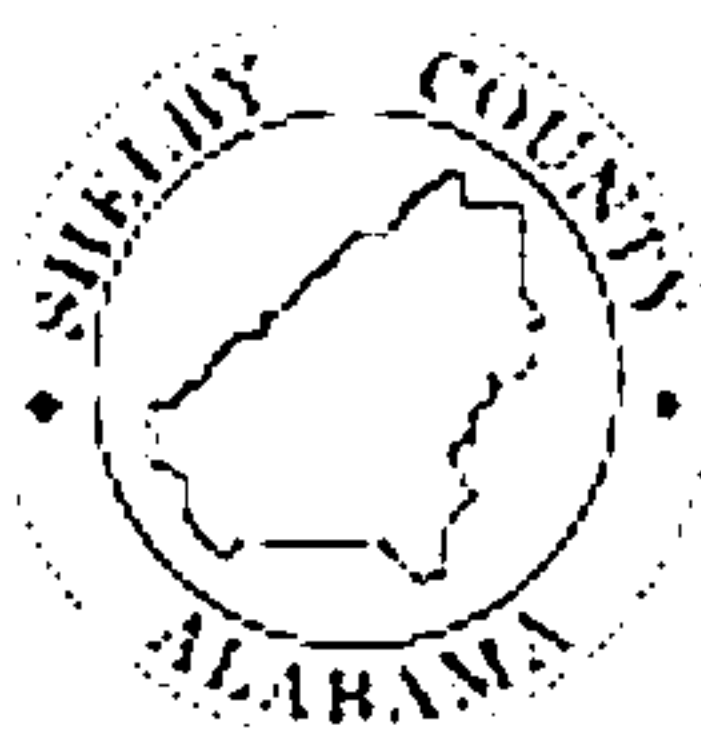
All of Debtor's right, title and interest in all contract rights and general intangibles with regard to construction work to be performed on the Premises, and all architectural and engineering plans and specifications relating thereto, whether now owned or hereafter acquired, and all proceeds thereof; and



All of Debtor's right, title and interest in with any and all rents which are now due or may hereafter become due to Debtor by reason of the renting, leasing, and bailment of the Premises, the improvements thereon and Collateral; and

All of Debtor's right, title and interest in with all of Debtor's accounts, contract rights, accounts receivable, inventory, leases, income, intangibles and rights to income with regard to the Premises, the improvements thereon and the Collateral, now owned or hereafter acquired and now due or which hereafter may become due, including all contract rights and general intangibles with regard to the operation of the project to be constructed on the Premises, specifically including, without limitation, all rights, title and interest of Debtor in, to and under all operating, management and maintenance agreements relating, directly or indirectly, to the aforesaid project and the Premises; and

All of Debtor's right, title and interest in any and all awards, insurance proceeds or payments to Debtor, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any casualty or damage to the Premises, the improvements thereon and/or the Collateral, or (d) any other injury to or taking of, or decrease in the value of, the Premises, to the extent of all amounts which may be secured by the Deed of Trust at the date of receipt of any such award or payment by Secured Party and to the extent of the reasonable attorney's fees, costs and disbursements incurred by Secured Party in connection with the collection of such award or payment.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/08/2022 08:17:56 AM  
\$47.00 JOANN  
20220808000307650

*Allen S. Bayl*