

20060329000146710 1/4 \$32.00  
Shelby Cnty Judge of Probate, AL  
03/29/2006 02:12:44PM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Lisa Parker 205-250-8400

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Najjar Denaburg, P.C.  
2125 Morris Avenue  
Birmingham, AL 35203

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

Westover Development, L.L.C.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

324 Branch Lake Drive

CITY

Chelsea

STATE

AL

POSTAL CODE

35043

COUNTRY

USA

1d. TAX ID #, SSN OR EIN

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

2d. TAX ID #, SSN OR EIN

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

ServisFirst Bank

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P.O. Box 1508

CITY

Birmingham

STATE

AL

POSTAL CODE

35201-1508

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

The property described on Schedule "I" attached hereto and incorporated herein by this reference.

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



**SCHEDULE "I"**  
**TO**  
**FINANCING STATEMENT (UCC-1)**

Debtor/Mortgagor: Westover Development, L.L.C.

Secured Party/Mortgagee: ServisFirst 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.



EXHIBIT "A"

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**WILLIAM SLAUGHTER PARCEL**

Begin at a locally accepted concrete monument marking the Northeast corner of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 33, Township 19 South, Range 1 East; thence South 00 degrees 38 minutes 24 seconds West, along the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section, a distance of 120.88 feet; thence South 69 degrees 17 minutes 05 seconds West, a distance of 1929.00 feet; thence South 68 degrees 05 minutes 51 seconds West, a distance of 446.05 feet; thence South 70 degrees 13 minutes 47 seconds West, a distance of 1072.70 feet; thence South 68 degrees 48 minutes 38 seconds West, a distance of 387.32 feet to a point on the Easterly right of way of Shelby County Highway #51; thence South 18 degrees 41 minutes 16 seconds East, along said right of way, a distance of 439.06 feet; thence departing said right of way, South 87 degrees 13 minutes 58 seconds East, a distance of 789.82 feet; thence South 00 degrees 07 minutes 44 seconds West, a distance of 640.21 feet; thence South 86 degrees 52 minutes 15 seconds East, a distance of 1341.66 feet; thence North 00 degrees 12 minutes 32 seconds West, a distance of 1326.44 feet; thence North 87 degrees 23 minutes 44 seconds East, a distance of 1297.48 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 153.74 feet; thence South 86 degrees 45 minutes 46 seconds East, a distance of 57.79 feet; thence South 86 degrees 55 minutes 45 seconds East, a distance of 278.30 feet; thence South 60 degrees 23 minutes 24 seconds East, a distance of 265.54 feet to a point on the Northwesterly right of way of Shelby County Highway #55, (the following calls are along said right of way); thence North 33 degrees 24 minutes 21 seconds East, a distance of 1157.10 feet to the beginning of a curve tangent to said line; thence Northeasterly a distance of 235.01 feet along the curve concave to the Northwest, having a radius of 3000.00 feet and a central angle of 4 degrees 29 minutes 18 seconds; thence North 28 degrees 55 minutes 02 seconds East tangent to said curve, a distance of 42.28 feet; thence departing said right of way, North 00 degrees 18 minutes 57 seconds East, a distance of 360.50 feet; thence North 00 degrees 12 minutes 07 seconds East, a distance of 420.53 feet; thence North 00 degrees 14 minutes 41 seconds East, a distance of 890.14 feet; thence North 00 degrees 23 minutes 12 seconds East, a distance of 427.10 feet; thence South 85 degrees 35 minutes 07 seconds West, a distance of 1310.25 feet; thence South 00 degrees 38 minutes 24 seconds West, a distance of 1643.84 feet to the Point of Beginning.

**REDIKER TRUST PARCEL**

Begin at the Northwest corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28, Township 19 South, Range 1 East; thence South 89 degrees 54 minutes 03 seconds East, along the North line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section, a distance of 1315.31 feet; thence South 00 degrees 09 minutes 06 seconds West, a distance of 272.45 feet to a point on the Northwesterly right of way of Shelby County Highway #55 (the following calls are along said right of way), said point being the beginning angle of 0 degrees 50 minutes 08 seconds and being subtended by a chord which bears South 51 degrees 46 minutes 51 seconds West 22.46 feet; thence Southwesterly along said curve, a distance of 22.46 feet; thence South 51 degrees 21 minutes 47 seconds West tangent to said curve, a distance of 411.44 feet to the beginning of a curve tangent to said line; thence Southwesterly a distance of 262.17 feet along the curve concave to the Southeast, having a radius of 4040.00 feet and a central angle of 3 degrees 43 minutes 05 seconds; thence South 47 degrees 38 minutes 41 seconds West tangent to said curve, a distance of 360.85 feet to the beginning of a curve tangent to said line; thence Southwesterly a distance of 167.11 feet along the curve concave to the Southeast, having a radius of 2040.00 feet and a central angle of 4 degrees 41 minutes 36 seconds; thence departing said right of way, North 64 degrees 44 minutes 21 seconds West, a distance of 436.40 feet; thence North 00 degrees 14 minutes 51 seconds East, a distance of 890.14 feet to the Point of Beginning.