

20070417000178370 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
04/17/2007 03:17:02PM 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

RD Development, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

838 Greystone Highlands

CITY

Birmingham

STATE

AL

POSTAL CODE

35242

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.

Inst# 20070417000178350

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"

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TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: RD Development, LLC

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.



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EXHIBIT "A"

A parcel of land situated in the North half of the Northeast quarter of Section 9, Township 19 South, Range 2 West, being situated in Shelby County, Alabama and being more particularly described as follows:

BEGIN at the Northwest corner of the Northwest quarter of the Northeast quarter of said Section; thence run in an Easterly direction, along the North line of said Section, a distance of 1542.92 feet to a point, said point being on the westerly right of way line of Heatherwood Drive, said point also being on a curve to the left; thence turn an interior angle of $33^{\circ}56'31''$ to tangent of said curve, and run along said Westerly right of way line, in a Southwesterly direction, along the arc of said curve, having a central angle of $44^{\circ}54'06''$ and a radius of 230.62 feet, an arc distance of 180.73 feet to a point; thence run tangent to last described curve, in a Southwesterly direction, along said right of way, a distance of 148.13 feet to a point, said point being at the Northeast corner of Lot 9, Heatherwood, 1st Sector, 1st Addition, as recorded in Map Book 9, Page 66 in the Office of the Judge of Probate of Shelby County, Alabama, said point also being at the beginning of a curve to the left; thence turn an interior angle of $0^{\circ}00'00''$ to tangent of said curve, and, leaving said right of way, run in a Northwesterly direction, along the North line of said Lot 9, and along the arc of said curve, having a central angle of $90^{\circ}00'00''$ and a radius of 25.00 feet, an arc distance of 39.27 feet to a point; thence run tangent to last described curve, in a Northwesterly direction, along said lot line, a distance of 180.00 feet to the Northwest corner of said Lot 9, and the beginning of a part of the boundary line of Heatherwood Golf Course; thence turn an interior angle of $185^{\circ}53'13''$ and run to the left, in a Westerly direction, along the boundary line of said golf course, a distance of 104.18 feet to a point; thence turn an interior angle of $246^{\circ}30'45''$ and run to the left, in a Southwesterly direction, along the boundary line of said golf course, a distance of 83.25 feet to a point; thence turn an interior angle of $205^{\circ}06'36''$ and run to the left, in a Southwesterly direction, along the boundary line of said golf course, a distance of 196.77 feet to a point; thence turn an interior angle of $146^{\circ}12'07''$ and run to the right, in a Southwesterly direction, along the boundary line of said golf course, a distance of 142.14 feet to a point; thence turn an interior angle of $202^{\circ}36'18''$ and run to the left, in a Southwesterly direction, along the boundary line of said golf course, a distance of 84.00 feet to a point; thence turn an interior angle of $136^{\circ}21'17''$ and run to the right, in a Southwesterly direction, along the boundary line of said golf course, a distance of 73.30 feet to a point; thence turn an interior angle of $83^{\circ}48'31''$ and run to the right, in a Northwesterly direction, along the boundary line of said golf course, a distance of 309.56 feet to a point; thence turn an interior angle of $205^{\circ}40'55''$ and run to the left, in a Northwesterly direction, along the boundary line of said golf course, a distance of 270.88 feet to a point; thence turn an interior angle of $246^{\circ}14'05''$ and run to the left in a Southwesterly direction along the boundary line of said golf course, a distance of 190.10 feet to a point; thence turn an interior angle of $216^{\circ}07'14''$ and run to the left, in a Southwesterly direction, along, the boundary line of said golf course, a distance of 90.93 feet to a point; thence turn an interior angle of $226^{\circ}02'55''$ and run to the left, in a Southeasterly direction, along, the boundary line of said golf course, a distance of 145.85 feet to a point; thence turn an interior angle of $66^{\circ}40'41''$ and, leaving said golf course, run to the right, in a Westerly direction, a distance of 354.33 feet to a point on the West line of said quarter-section; thence turn an interior angle of $98^{\circ}38'28''$ and run to the right, in a Northerly direction, along said quarter-section line, a distance of 494.34 feet to the point of beginning.