



20090505000165880 1/7 \$38.00
Shelby Cnty Judge of Probate, AL
05/05/2009 10:25:16 AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Lorrie Maples Parker (205) 838-9003
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Massey Stotser & Nichols, P.C. P O Box 94308 Birmingham, Alabama 35220-4308

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 Columbiana Enterprises, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS Post Office Box 573			CITY Greenville	STATE AL	POSTAL CODE 36037	COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION limited liability company	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
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 First Lowndes Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 115 Old Fort Road West			CITY Fort Deposit	STATE AL	POSTAL CODE 36032	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Attached Exhibit "A" for Legal Description

See Attached Exhibit "B" for Collateral

Mortgage dated April 21, 2009, and recorded in Instrument No. 20090505000165870 in the Probate Office of Shelby County, Alabama

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) [optional]		[ADDITIONAL FEE]		☐ All Debtors	☐ Debtor 1	☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA Pinelawn & Shelby Memory Gardens 16554.000							

EXHIBIT "A"

Legal Description

A parcel of land situated in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama, previously described in Book 204, Page 519 of the Office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows:

Commence at the intersection of the South right of way line of Calera Montevallo Highway, also being Alabama Highway No. 25, with the East line of the Southwest Quarter of the Northwest Quarter of Section 4, also being the point of beginning; thence run South 89 degrees, 58 minutes, 08 seconds, West, 572.43 feet (550.00 deed) along said South right of way to the East line of property owned by Nash and Gwendolyn David (formerly Orval and Vera Jones); thence South 0 degrees, 15 minutes, 45 seconds, East 1601.51 feet (1600.00 deed) along said East property line and parallel to the East line of the Southwest Quarter of the Northwest Quarter; thence North 89 degrees, 58 minutes, 08 seconds, East, 572.43 feet (550.00 deed) to the East line of the Northwest Quarter of the Southwest Quarter of Section 4; thence North 0 degrees, 15 minutes, 45 seconds, West along said Quarter line, 1601.51 feet (1600.00 deed) to the point of beginning. Situated in Shelby County, Alabama.

Less and except any part of the foregoing property sold to the State of Alabama for highway purposes as recorded in Deed Book 146, Page 359 and Instrument No. 1992-24263 in the Probate Office of Shelby County, Alabama.



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EXHIBIT "A"

Legal Description continued

A parcel of land situated in the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 21 South, Range 1 West and in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 21 South, Range 1 West and run in a Westerly direction along the North line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ then along the North line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and then along the North line of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said section a distance of 3341.36 feet, more or less, to the point of intersection of the North line of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section and the West line of Briarwood Subdivision, First Sector, as recorded in Map Book 5, Page 23 in the Office of the Judge of Probate of Shelby County, Alabama; thence 88 degrees, 49 minutes, 30 seconds to the left in a Southerly direction along the West line of the said Briarwood Subdivision and along the East line of the Government Housing Project, and along the East line of the Columbiana Cemetery a distance of 1095.82 feet to a point; thence 89 degrees, 15 minutes, 36 seconds, to the right in a Westerly direction a distance of 880.31 feet to a point on the Northeasterly right-of-way line of Shelby County Road No. 47; thence 97 degrees, 29 minutes, 28 seconds, to the left in a Southeasterly direction along the Northeasterly right-of-way line of said County Road a distance of 91.85 feet to the P.C. (point of curve) of a curve to the left having a radius of 5694.58 feet and a central angle of 2 degrees, 52 minutes, 32 seconds; thence in a Southeasterly direction along the Northeasterly right-of-way line of said County Road and along the arc of said curve 285.80 feet to the point of beginning, said point being the point of intersection of the Southeasterly right-of-way line of Pitts Drive and the Northeasterly right-of-way line of County Road No. 47, also being on a curve to the left having a radius of 5694.58 feet and a central angle of 2 degrees, 15 minutes, 28 seconds; thence in a Southeasterly direction along the Northeasterly right-of-way line of said County Road and along the arc of said curve a distance of 224.40 feet to the P.T. (point of tangent) of said curve; thence 90 degrees, 00 minutes to the right (angle measured to tangent) in a Southwesterly direction a distance of 5.00 feet to a point; thence 90 degrees, 00 minutes, to the left in a Southeasterly direction along the Northeasterly right-of-way line of said County Road a distance of 75.50 feet to the P.C. (point of curve) of a curve to the left having a radius of 2261.83 feet and a central angle of 5 degrees, 39 minutes, 31 seconds; thence in a Southeasterly direction along the Northeasterly right-of-way line of said County Road and along the arc of said curve 223.38 feet to a point; thence 66 degrees, 14 minutes, 43 seconds, to the left in an Easterly direction 38.97 feet to a point; thence 4 degrees, 57 minutes, 51 seconds, to the left in an Easterly direction a distance of 672.62 feet to a point; thence 90 degrees, 00 minutes, 15 minutes, to the left in a Northerly direction a distance of 706.04 feet to a point on the Southeasterly right-of-way line of Bolton Lane, said point being on a curve to the left having a radius of 1879.86 feet and a central angle of 7 degrees, 43 minutes, 18 seconds; thence 95 degrees, 59 minutes, 06 seconds, to the left in a Southwesterly direction along the Southeasterly right-of-way line of said Bolton Lane and along the arc of said curve a distance of 253.35 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the Southeasterly right-of-way line of Bolton Lane a distance of 45.16 feet to the point of intersection with the Southeasterly right-of-way line of Pitts Drive, said point being on a curve to the right having a radius of 612.96 feet and a central angle of 10 degrees, 39 minutes, 46 seconds;



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thence in a Southwesterly direction along the Southeasterly right-of-way line of Pitts Drive and along the arc of said curve a distance of 114.07 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the Southeasterly right-of-way line of Pitts Drive a distance of 442.80 feet to the point of beginning. Situated in Shelby County, Alabama.



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EXHIBIT "B"

TO

FINANCING STATEMENT (UCC-1)

DEBTOR/MORTGAGOR: Columbiana Enterprises, LLC

SECURED PARTY/MORTGAGEE: First Lowndes Bank, its successors and/or assigns

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 building, 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 furnishing 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, 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



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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 and 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 untenably 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 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 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.
- k. 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 real or personal.



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