



20090519000187500 1/6 \$38.00  
Shelby Cnty Judge of Probate, AL  
05/19/2009 11:06:36 AM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>First United Security Bank</b> <b>131 W. Front St. P.O. Box 249</b> <b>Thomasville, AL 36784</b>

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						
OR	1b. INDIVIDUAL'S LAST NAME <b>Habshey</b>		FIRST NAME <b>Joseph</b>	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>111 Oak View Lane</b>			CITY <b>Helena</b>	STATE <b>AL</b>	POSTAL CODE <b>35080</b>	COUNTRY
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
				<input checked="" type="checkbox"/> 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 <b>Yelah Limited Partnership</b>						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS <b>110 Oak View Lane</b>			CITY <b>Helena</b>	STATE <b>AL</b>	POSTAL CODE <b>35080</b>	COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION <b>Partnership</b>	2f. JURISDICTION OF ORGANIZATION <b>Alabama</b>	2g. ORGANIZATIONAL ID #, if any		
				<input checked="" type="checkbox"/> 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 <b>First United Security Bank</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS <b>131 W. Front St. P.O. Box 249</b>			CITY <b>Thomasville</b>	STATE <b>AL</b>	POSTAL CODE <b>36784</b>	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

**All of the property and collateral and types of property and collateral described on Schedule A located on or related to the real property described in Schedule 1 attached hereto, whether now existing or hereafter created or acquired.**

**Additional security for mortgage recorded in Jefferson County at 2009/20955**

**Additional security for mortgage recorded in Shelby County at 20090519000187490**

**Additional security for mortgage recorded in St. Clair County at \_\_\_\_\_**

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

# UCC FINANCING STATEMENT ADDENDUM

Follow Instructions Carefully



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## 9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME Yelah Limited Partnership		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME/SUFFIX

## 10. MISCELLANEOUS

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ABOVE SPACE FOR FILING OFFICE USE ONLY

## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE
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## 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Schedule 1 attached hereto and incorporated herein

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

Yelah Limited Partnership and Joseph Habshey

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction - effective 30 years.



**Exhibit A to UCC Financing Statement from Yelah Limited Partnership and Joseph Habshey ("Debtor") to First United Security Bank ("Secured Party")**

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All of the following property of Debtor, whether now owned or hereafter acquired or arising, wherever located, to-wit:

**Definitions:** "Land" or "Real Estate" or "Mortgaged Property" as used herein shall mean the real estate described on **Schedule 1** attached.

"Improvements" as used herein shall mean, collectively, all buildings, structures, facilities, fixtures, and other improvements now or hereafter located on the Land, and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by the Debtor or in which the Debtor have or shall acquire an interest

"Mortgage" as used herein shall mean the mortgage on the Real Estate executed by Debtor to Secured Party contemporaneously herewith.

**A. Personal Property.** All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the Improvements located or to be located on the Real Estate whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said property or not, and whether in storage or otherwise, wheresoever the same may be located, including, but without limitation, all lumber and lumber products, bricks, building stones, and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, 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, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said Improvements.

**B. Tenant Leases and Rents.**

(i) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate with respect to which the Debtor is the lessor or sublessor, whether now existing or hereafter made (the "**Leases**");

(ii) Any and all guaranties of the lessee's and any sublessee's performance under any of the Leases; and

(iii) 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 Debtor 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 Real Estate, 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 Real Estate or any Improvements thereon, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate, all such monies, 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 under the Mortgage, the Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents.



C. **Insurance Policies.** Each and every policy of hazard insurance now or hereafter in effect which insures the Improvements, the Personal Property, or any part thereof, together with all right, title, and interest of the Debtor in and to each and every such policy, including any premiums paid on each such policy and rights to returned premiums.

D. **General Intangibles and Agreements.**

(i) All general intangibles relating to the development or use of the Real Estate, the Personal Property, or any other property or rights conveyed or encumbered hereby, or the management and operation of any business of the Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals, and other trade secrets.

(ii) The goodwill of any business conducted or operated on the Real Estate, all governmental permits relating to the construction, renovation or operation thereof, and all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof.

(iii) All contracts and agreements (including franchise, leasing, management, operating and concession agreements) affecting the Real Estate, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

E. **Accounts Receivable Collateral.** All rights of Debtor to payment for goods sold or leased, or to be sold or to be leased, or for services rendered or to be rendered, howsoever evidenced or incurred, including, without limitation, all accounts, notes, instruments, chattel paper and all returned or repossessed goods and all books, records, computer tapes, programs and ledger books arising therefrom or relating thereto, whether now owned or hereafter acquired or arising.


F. **Deposit Collateral.** All property of Debtor left with Secured Party or in its possession now or hereafter, all deposit accounts of Debtor now or hereafter opened with Secured Party, all certificates of deposit issued by Secured Party to Debtor, and all drafts, checks and other items deposited in or with Secured Party by Debtor for collection now or hereafter.

G. **Intangibles Collateral.** All general intangibles of every nature of Borrower, whether now existing or hereafter acquired or arising; including, without limitation all: claims; contracts and contract rights; actions or causes of action; goodwill; and books and records in whatever media recorded or stored.

H. **Proceeds.** All proceeds (including insurance proceeds) of any of the foregoing, or of any part thereof.

I. **Other Property.** Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

**SCHEDULE 1**

  
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**Parcel I - Parcel # 29-12-2-003-001.000**

**LOTS 1 AND 2, EXCEPT NORTH 5 FEET THEREOF, IN BLOCK 1, ACCORDING TO THE INEZ B. JONES SUBDIVISION, AS RECORDED IN AMENDED MAP BOOK 7, PAGE 49, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION.**

**SOURCE OF TITLE: Book LR200620, Page 20019  
ADDRESS: 1171 16th Ave. S. Birmingham, AL 35205**

**Parcel II - Parcel # 13-5-15-3-003-004.000**

**LOTS 8, 9, AND 10 IN BLOCK 1 ACCORDING TO THE SURVEY OF JOSEPH SQUIRE'S MAP OF TOWN OF HELENA, AS RECORDED IN MAP BOOK 3, PAGE 121, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGIN AT THE SW CORNER OF LOT 10 OF BLOCK 1, JOSEPH SQUIRE'S MAP OF TOWN OF HELENA AND RUN N 1°34'31"W ALONG WEST EDGE OF SAID BLOCK 1 A DISTANCE OF 105.00 FEET; THENCE N 89°29'09"E A DISTANCE OF 91.70 FEET; THENCE S 0°04'49"E A DISTANCE OF 105.00 FEET; THENCE S 89°29'44"W A DISTANCE OF 88.96 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 3 WEST, IN THE CITY OF HELENA, SHELBY COUNTY, ALABAMA.**

**SOURCE OF TITLE: Instrument 20061222000625280  
ADDRESS: 4025; 4035; 4045 HELENA ROAD; 774 and 776 2nd Street, Helena, Alabama 35080**


**Parcel III - Parcel# 26-02-10-0-001-013.001**

**PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 1 EAST, LYING EAST OF MOODY PARKWAY (MONTEVALLO-ASHVILLE HIGHWAY) (US HIGHWAY #411), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SE CORNER OF THE N 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 1 EAST, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID N 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 305.18 FEET TO A FOUND 1 1/2 INCH PIPE ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MOODY PARKWAY (MONTEVALLO-ASHVILLE HIGHWAY) (US HIGHWAY #411) THENCE 118 DEGREES 06 MINUTES 10 SECONDS TO THE RIGHT NORTHEASTERLY**



**SCHEDULE 1**

**PAGE TWO**

  
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**ALONG SAID RIGHT OF WAY LINE 310.64 FEET TO THE POINT OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 0 DEGREES 03 MINUTES 34 SECONDS A RADIUS OF 3094.55 FEET THENCE ALONG THE ARC OF SAID CURVE 3.21 FEET, THENCE 93 DEGREES 40 MINUTES 12 SECONDS TO THE RIGHT (ANGLE MEASURED FORM TANGENT OF SAID CURVE) 48.22 FEET TO THE CENTER OF A DRAINAGE DITCH, THENCE 6 DEGREES 03 MINUTES 35 SECONDS TO THE LEFT 121.40 FEET TO THE EAST LINE OF SAID N 1/2 OF NE 1/4 OF NE 1/4 OF SAID SECTION, THENCE 62 DEGREES 11 MINUTES 40 SECONDS TO THE RIGHT SOUTHERLY 198.75 FEET TO THE POINT OF BEGINNING. ACCORDING TO THE SURVEY OF F.W. MEADE, REG. #9124, DATED AUGUST 10, 2001.**

**SITUATED IN ST. CLAIR COUNTY, ALABAMA, PELL CITY DIVISION.**

**SOURCE OF TITLE: BOOK 2005, PAGE 5954**

**ADDRESS: 2224-2230 Moody Parkway, Moody, AL 35004**

**Parcel IV - Parcel # 13-5-15-2-001-029.000**

**LOTS 1, 2, 3 AND NORTH 1/2 OF LOT 4, BLOCK 1, ACCORDING TO THE SURVEY OF JOS. SQUIRE'S MAP OF HELENA AS RECORDED IN MAP BOOK 3, PAGE 121 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

**SOURCE OF TITLE: Instrument 20020509000219820**

**ADDRESS: 4097 A&B, 4093, 4091, 4089, 4085, 4079, 4075 Helena Road, Helena, Alabama 35080**