



20101028000361070 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
10/28/2010 12:28:56 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Barry A. Staples (205) 254-1000
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Barry A. Staples, Esq. Maynard, Cooper & Gale, P.C. 1901 Sixth Avenue North 2400 Regions/Harbert Plaza Birmingham, Alabama 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 The Safehouse of Shelby County, Inc.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS P.O. Box 275			CITY Pelham	STATE AL	POSTAL CODE 35124	COUNTRY USA
1d. TAX ID #: SSN OR EIN 63-1007280	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	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 Regions Equipment Finance Corporation						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1900 5th Avenue North, 24th Floor			CITY Birmingham	STATE AL	POSTAL CODE 35203	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

The amount of indebtedness secured by this instrument is \$1,050,000.

This UCC-1 is additional security to the Mortgage, Assignment of Leases and Security Agreement dated October 14, 2010 from the Debtor to the Secured Party.

The properties and interests in properties described on Schedule I attached hereto and made a part hereof, which properties and interest in properties are covered by that certain Mortgage, Assignment of Leases and Security Agreement dated October 14, 2010 from the Debtor to the Secured Party.

The above-referenced Mortgage, Assignment of Leases and Security Agreement is recorded in the office of the Judge of Probate 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) [ADDITIONAL FEE] [optional]		☐ All Debtors	☐ Debtor 1	☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA						



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Schedule I

Pursuant to that certain Mortgage, Assignment of Leases and Security Agreement dated October 14, 2010 (the "Mortgage") from The Safehouse of Shelby County, Inc. (the "Debtor" or "Grantor") to Regions Equipment Finance Corporation (the "Secured Party" or "Lender") (capitalized terms used herein without definition having the same meanings as assigned in said Mortgage), the Debtor has granted, bargained, sold and conveyed unto the Secured Party, its successors and assigns, for the uses set forth in the Mortgage, the property and interests in property described in the following Granting Clauses I through VI both inclusive, and granted to the Secured Party a security interest in said property and interests in property:

I.

(Project Site and Buildings)

The real property described on Exhibit A attached hereto and interests therein, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein, together with all buildings, structures and improvements now or hereafter located on such real property (the "Project Site").

II.

(Personal Property and Fixtures)

All personal property and fixtures described in Exhibit B attached hereto and all other personal property and fixtures located on the Project Site in which the Borrower has any interest, including all substitutions and replacements for such personal property and fixtures and the proceeds thereof.

III.

(Condemnation Awards and Insurance Proceeds)

Subject to the provisions hereof respecting application of the following for the purposes and on the terms and conditions set forth herein: (i) all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Borrower with respect to the Collateral as a result of the exercise of the right of eminent domain, any damage to or destruction of the Collateral or any part thereof, or any other injury to or decrease in the value of the Collateral (herein referred to as "Condemnation Awards"), and (ii) all right, title and interest of the Borrower in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of the Collateral.

IV.

(Special Funds)

Money and investments from time to time on deposit in, or forming a part of, the funds and accounts established under the Financing Agreement (herein referred to as the "Special Funds"), subject to the prior lien of the Financing Agreement with respect to the Special Funds and the provisions of the Financing Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

V.

(Leases and Rents)



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(a) All written or oral leases or other agreements for the use or occupancy of all or any portion of the Collateral with respect to which the Borrower is the lessor and any and all extensions and renewals thereof, now or hereafter existing (collectively, the "Leases");

(b) Any and all guaranties of performance by lessees under the Leases;

(c) The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due or to which the Borrower may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of the Collateral, 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, liquidated damages upon default, the premium payable by any Issuer 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 Collateral, together with any and all rights and claims of any kind that the Borrower may have against any such Issuer under the Leases or against any sublessees or occupants of the Collateral, all such moneys, rights and claims described in this subparagraph (c) being hereinafter referred to as the "Rents"; provided, however, that so long as no Event of Default has occurred under the Mortgage, the Borrower shall have the right under a license granted hereby (but limited as provided in Section 8.07 of the Mortgage) to collect, receive and retain the Rents (but not prior to accrual thereof); and

(d) Any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments made by lessees in lieu of rent, the Borrower hereby appointing the Lender as the Borrower's irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

VI.

(Other)

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 Lender as and for additional security hereunder by the Borrower or by anyone in the behalf of, or with the written consent of, the Borrower.

All of the property described in the foregoing Granting Clauses I through VI, both inclusive, is herein sometimes together referred to as the "Collateral."

TO HAVE AND TO HOLD the Collateral, together with all the rights, privileges and appurtenances thereunto belonging, unto the Lender, its successors and assigns, forever;

SUBJECT, however, to restrictions, exceptions, reservations, conditions, limitations, interests and other matters appearing of public record prior to the recordation of the Mortgage.



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EXHIBIT A

[Legal Description of the Project Site]

PARCEL I:

That part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 21 South, Range 1 West, situated in Shelby County, Alabama more particularly described as follows:

Commence at the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run Northerly along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 449.25 feet to the point of beginning; thence turn an interior angle right of 180 degrees, 00 minutes, 00 seconds and continue running Northerly along said line for a distance of 440.92 feet; thence turn an interior angle left of 89 degrees, 58 minutes, 39 seconds and run in an Easterly direction for 537.01 feet; thence turn an interior angle left of 94 degrees, 34 minutes, 48 seconds and run in a Southerly direction for distance of 442.34 feet; thence turn an interior angle left of 85 degrees, 25 minutes, 12 seconds and run in a Westerly direction for a distance of 572.15 feet to the point of beginning.

PARCEL II:

A non-exclusive easement for ingress and egress and installation of utilities being 25 feet in width, lying 12.5 feet on each side of the centerline over and across the following described real property, to-wit:

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 27; thence run in a Northerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section line for a distance of 1336.27 feet to the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence leaving said West line of $\frac{1}{4}$ - $\frac{1}{4}$ Section turn an interior angle to the left of 158 degrees 39 minutes 52 seconds and run in a Northeasterly direction for a distance of 243.05 feet to a point being on the Southerly right of way of Alabama Highway No. 70 (right of way 100 feet); thence turn an interior angle to the left of 90 degrees 00 minutes 46 seconds and run in a Southeasterly direction along said right of way for a distance of 214.02 feet to the point of beginning of a centerline of a 25 foot ingress/egress easement lying 12.5 feet each side of, parallel to, an abutting said centerline; thence leaving said right of way turn an exterior angle to the left of 87 degrees 05 minutes 26 seconds and run in a Southwesterly direction for a distance of 101.30 feet; thence turn an exterior angle to the left of 216 degrees 16 minutes 49 seconds and run in a Southeasterly direction for a distance of 85.08 feet; thence turn an exterior angle to the left of 187 degrees 03 minutes 11 seconds and run in a Southeasterly direction for a distance of 296.10 feet; thence turn an exterior angle to the left of 191 degrees 30 minutes 14 seconds and run in a Southeasterly direction for a distance of 162.03 feet to the end of said easement.