

20101102000366660 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
11/02/2010 01:31:26 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

James E. Vann (205) 930-5484

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

James E. Vann, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205

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

Mobley

FIRST NAME

J.

MIDDLE NAME

Steven

SUFFIX

1c. MAILING ADDRESS

2101 4th Avenue South, Suite 200

CITY

Birmingham

STATE

AL

POSTAL CODE

35233

COUNTRY

USA

1d. TAXID#: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

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

OR 3b. INDIVIDUAL'S LAST NAME

ServisFirst Bank

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

AL

POSTAL CODE

35209

COUNTRY

USA

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 relating to the real property described in Exhibit A attached hereto, whether now owned or existing or hereafter created or acquired.

Additional security for mortgage recorded at _____ / _____.

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 ☐ Check to REQUEST SEARCH REPORT(S) on Debtor(s) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

49210-70

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

Mobley

FIRST NAME

J.

MIDDLE NAME, SUFFIX

Steven

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAXID#: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME -insert only one debtor name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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 Exhibit A attached hereto and incorporated herein

16. Additional collateral description:

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

J. Steven Mobley

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

☐ Filed in connection with a Public-Finance Transaction - effective 30 years

Schedule A

(a) All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements (except household goods of the Debtor not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

(c) All timber now or hereafter located on the Land;

(d) All accounts (as presently or hereafter defined in the Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land, Improvements, and other Mortgaged Property, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land, Improvements and other Mortgaged Property;

(e) 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, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, 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 Debtor of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Land, Improvements, and other Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements, or other 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 Land, Improvements, or other Mortgaged Property, or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' 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.

(f) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(g) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs (a), (b), (c), (d), (e) or (f) above.

EXHIBIT A

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Parcel I

All of Section 28, Township 20 South, Range 2 West, and the North One-Fourth of Section 33, Township 20 South, Range 2 West, and the North One-Half of the NE ¼ of Section 32, Township 20 South, Range 2 West.

Less and Except:

A parcel of land situated in the NW ¼ of the NE ¼ of Section 32, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the SE Corner of the NW ¼ of the NE ¼ of Section 32, Township 20 South, Range 2 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N87°50'30"W, a distance of 918.73'; thence N24°42'20"W, a distance of 161.37' to the point of curve of a non tangent curve to the left having a radius of 530.00, a central angle of 31°01'38" and subtended by a chord which bears N49°46'51"E, a chord distance of 283.51', thence northeasterly along the curve an arc distance of 287.01'; thence N34°16'02"E, a distance of 97.90' to a point of curve to the left having a radius of 630.00', a central angle of 04°47'31" and subtended by a chord which bears N31°52'16"E, a chord distance of 52.67'; thence northeasterly along the curve an arc distance of 52.69'; thence S71°39'04"E, a distance of 239.02'; thence S55°33'18"E, a distance of 743.50'; thence N87°48'53"W, a distance of 154.02' to the POINT OF BEGINNING.

Subject to:

A 15' wide easement as shown on the Final Plat of Lochinvar at Ballantrae, recorded in Map book 32, Page 10 in the Office of the Judge of Probate in Shelby County, Alabama.

Parcel II

A parcel of land situated in Section 33, Township 20 South, Range 2 West, and being more particularly described as follows:

Begin at the Northwest corner of the Southwest ¼ of Northwest ¼ of Section 33, Township 20 South, Range 2 West; thence South 87°34'13" East a distance of 3,000.00 feet; thence South 54°23'13" West a distance of 3,730.91 feet; thence North 0°53'51" East a distance of 983.26 feet; thence North 0°53'17" East a distance of 1316.74 feet to the point of beginning.

Parcel III

A parcel of land situated in Section 29, Township 20 South, Range 2 West, and being more particularly describe as follows:

Begin at the SE corner of Section 29, Township 20 South, Range 2 West and proceed Northerly on the East boundary of Section 29, 4761.79 feet; thence turn South 52°22'25" West a distance of 1060.75; thence turn South 41°25'19" West a distance of 840.19 feet; thence turn South 34°22'38" West a distance of 2074.81 feet; thence turn South 24°11'52" East a distance of 282.99 feet; thence turn South 37°7'24" West a distance of 1611.65 feet; thence turn South 82°37'6" East a distance of 738.93 feet; thence proceed in an Easterly direction for a distance of 2655.99 feet to the point of beginning.

Parcel IV

A parcel of land situated in Section 21, Township 20 South, Range 2 West, and being more particularly described as follows:

Begin at the NE corner of Section 28, Township 20 South, Range 2 West, and proceed South 89°3'46" West along the Northern boundary of said Section 28 a distance of 1314.30 feet to the point of beginning; thence turn North 2°0'49" East a distance of 2632.34 feet; thence turn North 84°37'27" West a distance of 1284.38 feet; thence turn South 40°24'20" West a distance of 3078.00 feet to a point along the North boundary of Section 28; thence South

82°46'09" East a distance of 602.30 feet; thence in an Easterly direction a distance of 2605.03 feet, more or less, to the point of beginning.

Less and except the following from Parcels I, II, III and IV:

Subdivision Name:

Lochinvar - Map Book 32, Pages 10 A, B, C
Haddington Parc I - Map Book 32, Page 12
Stoneykirk I - Map Book 32, Page 11
Stoneykirk II - Map Book 32, Page 105
Weybridge I - Map Book 32, Page 123
Kilkerran I - Map Book 33, Page 93
Kilkerran II - Map Book 33, Page 103
Gleneagles - Map Book 33, Page 114
Glengerry I - Map Book 33, Page 139
Kilkerran III - Map Book 34, Page 77
Stoneykirk III - Map Book 35, Page 11
Lauchlin I - Map Book 35, Page 10
Haddington Parc II - Map Book 35, Page 82
Carnoustie Crest I - Map Book 35, Page 71
Stoneykirk IV - Map Book 37, Page 16
Manors - Map Book 36, Page 82
Lauchlin II - Map Book 38, Page 114
Stoneykirk V - Map Book 38, Page 136
Glengerry II - Map Book 38, Page 118
Caliston I - Map Book 32, Page 104
Caliston II - Map Book 35, Page 62

Also

Less and except that part sold to the City of Pelham in Inst. No. 20041005000550770 and Inst. No. 2001-17873.

