

20101123000394340 1/4 \$33.00
Shelby Cnty Judge of Probate, AL
11/23/2010 02:51:57 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Jeff W. Parmer 205-871-1440
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Jeff W. Parmer Law Offices of Jeff W. Parmer, LLC 850 Shades Creek Parkway Suite 210 Birmingham, AL 35209

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 Clements		FIRST NAME Randy	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 6491 Highway 51		CITY Wilsonville	STATE AL	POSTAL CODE 35186
		COUNTRY USA		
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
				<input 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				
OR				
2b. INDIVIDUAL'S LAST NAME Clements		FIRST NAME Susan	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 6491 Highway 51		CITY Wilsonville	STATE AL	POSTAL CODE 35186
		COUNTRY USA		
ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				<input 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 ServisFirst Bank				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 850 Shades Creek Parkway, Suite 200		CITY Birmingham	STATE AL	POSTAL CODE 35209
		COUNTRY USA		

4. This FINANCING STATEMENT covers the following collateral:

All of the fixtures, equipment, furniture, and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT BEING FILED SIMULTANEOUSLY HERewith, ON WHICH THE APPROPRIATE MORTGAGE TAX IS BEING FILED.

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 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						

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

- (a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described as:

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

From the accepted Southeast corner of Section 32, Township 19 South, Range 1 East, being the point of beginning herein described parcel of land; run thence West along the accepted South boundary of said Section 32, a distance of 1301.96 feet to a 1 inch bar accepted as the Southwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 32; thence turn 89 degrees 36 minutes 41 seconds right and run 1254.03 feet to a rebar accepted as the Northwest corner of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence turn 90 degrees 12 minutes 59 seconds right and run 1302.02 feet to a rebar accepted as the Northeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 32; thence turn 89 degrees 57 minutes 14 seconds right and run 1257.94 feet to the point of beginning of the herein described parcel of land. Also, a 30' easement for ingress and egress to-wit:

From the accepted Southeast corner of Section 32, Township 19 South, Range 1 East; run thence West along the accepted South boundary of said Section 32 a distance of 1251.96 feet to a rebar being the point of beginning of herein described easement; thence continue along said course a distance of 50.0 feet to a 1 inch bar accepted as the Southwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 32; thence turn 00 degrees 00 minutes 39 seconds right and run 354.67 feet to a rebar on the East boundary of Shelby County Highway #51 (80 foot right of way); thence turn 83 degrees 11 minutes 04 seconds left and run 30.21 feet along said highway boundary to a rebar; thence turn 96 degrees 49 minutes 01 seconds left and run 408.47 feet to a 1 inch bar; thence turn 90 degrees 23 minutes 53 seconds left and run 30.00 feet to the point of beginning of herein described 30 foot easement for ingress and egress.

(the "Land"); and

- (b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as

between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and

- (c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and
- (d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and
- (e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

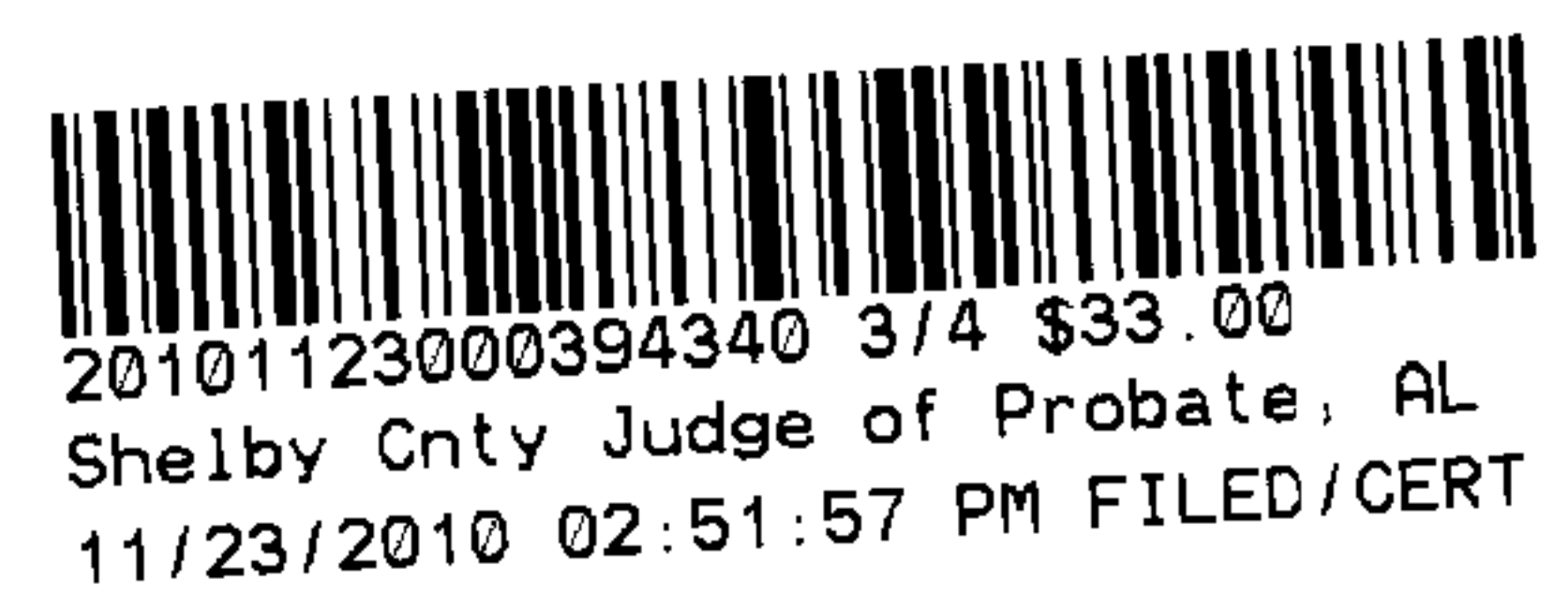


EXHIBIT A

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

From the accepted Southeast corner of Section 32, Township 19 South, Range 1 East, being the point of beginning herein described parcel of land; run thence West along the accepted South boundary of said Section 32, a distance of 1301.96 feet to a 1 inch bar accepted as the Southwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 32; thence turn 89 degrees 36 minutes 41 seconds right and run 1254.03 feet to a rebar accepted as the Northwest corner of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence turn 90 degrees 12 minutes 59 seconds right and run 1302.02 feet to a rebar accepted as the Northeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 32; thence turn 89 degrees 57 minutes 14 seconds right and run 1257.94 feet to the point of beginning of the herein described parcel of land. Also, a 30' easement for ingress and egress to-wit:

From the accepted Southeast corner of Section 32, Township 19 South, Range 1 East; run thence West along the accepted South boundary of said Section 32 a distance of 1251.96 feet to a rebar being the point of beginning of herein described easement; thence continue along said course a distance of 50.0 feet to a 1 inch bar accepted as the Southwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 32; thence turn 00 degrees 00 minutes 39 seconds right and run 354.67 feet to a rebar on the East boundary of Shelby County Highway #51 (80 foot right of way); thence turn 83 degrees 11 minutes 04 seconds left and run 30.21 feet along said highway boundary to a rebar; thence turn 96 degrees 49 minutes 01 seconds left and run 408.47 feet to a 1 inch bar; thence turn 90 degrees 23 minutes 53 seconds left and run 30.00 feet to the point of beginning of herein described 30 foot easement for ingress and egress.

All being situated in Shelby County, Alabama.

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