



20111017000308150 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
10/17/2011 12:21:35 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
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 **RLH Calera, LLC**

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

2355 Alton Road

CITY

Birmingham

STATE

AL

POSTAL CODE

35210

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

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. SEE INSTRUCTIONS

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 **ServisFirst Bank**

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 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 20111017000308130.

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

49210-123

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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	RLH Calera, LLC	
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS 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

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one 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 by reference.

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

RLH Calera, LLC

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

☐ Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

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 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;

(d) 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.

(e) 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;

(f) 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) or (e) above.

EXHIBIT A

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PARCEL I:

From a 1.5 inch pipe accepted as the Northeast corner of the Northeast Quarter of Northwest Quarter of Section 4, Township 24 North, Range 13 East; run thence South along the accepted East boundary of said Northeast Quarter of Northwest Quarter, a distance of 50.08 feet to a half inch rebar on the South boundary of a 50 foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds right and run 50.08 feet along the South boundary of said 50 foot easement to a half inch rebar, being the point of beginning of herein described parcel of land; thence continue along said course and along the South boundary of said 50 foot easement a distance of 199.70 feet to a half inch rebar; thence turn 33 degrees 04 minutes 50 seconds left and run 118.62 feet to a half inch rebar at the P.C. of a curve concave left, having a delta angle of 53 degrees 57 minutes 09 seconds and tangents of 146.95 feet; thence turn 32 degrees 26 minutes 03 seconds left and run a chord distance of 261.93 feet to a half inch rebar at the P.T.; thence turn 26 degrees 58 minutes 36 seconds left and run 58.00 feet to a half inch rebar; thence turn 87 degrees 30 minutes 32 seconds left and run 423.98 feet to a half inch rebar on the West boundary of a 50 foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 361.55 feet along the West boundary of said 50 foot easement to the point of beginning of herein described parcel of land situated in the North half of Northeast Quarter of Northwest Quarter of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama.

ALSO, a 50 foot easement for ingress and egress to-wit:

From a 1.5 inch pipe accepted as the Northeast corner of the Northeast Quarter of Northwest Quarter of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary of said Northeast Quarter of Northwest Quarter a distance of 50.08 feet to a half inch rebar; thence turn 92 degrees 59 minutes 15 seconds right and run 25.04 feet to the point of beginning of the centerline of herein described 50 foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 1076.39 feet along said easement centerline to the P.C. of a curve concave right, having a delta angle of 90 degrees 00 minutes 00 seconds and tangents of 100.00 feet; thence turn 45 degrees 00 minutes 00 seconds right and run a chord distance of 141.42 feet to the P.T.; thence turn 45 degrees 00 minutes 00 seconds right and run 297.27 feet along said centerline to the P.C. of a curve concave left, having a delta angle of 89 degrees 46 minutes 12 seconds and tangents of 90.00 feet; thence turn 44 degrees 53 minutes 06 seconds left and run a chord distance of 127.53 feet to the P.T.; thence turn 44 degrees 53 minutes 06 seconds left and run 151.80 feet along said easement centerline to a point of termination in the center of Alabama Highway #24.

PARCEL II:

From a 1.5 inch pipe accepted as the Northeast corner of the Northeast Quarter of Northwest Quarter of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary of said Northeast Quarter of Northwest Quarter a distance of 50.08 feet to a half inch rebar on the South boundary of a 50 foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds right and run 50.08 feet along the South boundary of said 50 foot easement to a half inch rebar at a point of intersection of said 50 foot easement with the Westerly boundary of a 50 foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 361.55 feet along said easement boundary to a half inch rebar, being the point of beginning of herein described parcel of land; thence continue along said course and along said easement boundary a distance of 233.98 feet to a half inch rebar; thence turn 93 degrees 31 minutes 26 seconds right and run 433.38 feet to a half inch rebar; thence turn 88 degrees 45 minutes 33 seconds right and run 229.62 feet to a half inch rebar; thence turn 90 degrees 42 minutes 16 seconds right and run 423.98 feet to the point of beginning of herein described parcel of land, situated in the North half – Northeast Quarter – Northwest Quarter of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama.

ALSO, a 50 foot easement for ingress and egress to-wit:

From a 1.5 inch pipe accepted as the Northeast corner of the Northeast Quarter of Northwest Quarter of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary of said Northeast Quarter of Northwest Quarter a distance of 50.08 feet to a half inch rebar; thence turn 92 degrees 59 minutes 15 seconds right and run 25.04 feet to the point of beginning of the centerline of herein described 50 foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 1076.30 feet along said easement centerline to the P.C. of a curve concave right, having a delta angle of 90 degrees 00 minutes 00 seconds and tangents of 100.00 feet;

thence turn 45 degrees 00 minutes 00 seconds right and run a chord distance of 141.42 feet to the P.T.; thence turn 45 degrees 00 minutes 00 seconds right and run 297.27 feet along said centerline to the P.C. of a curve concave left, having a delta angle of 89 degrees 46 minutes 12 seconds and tangents of 90.00 feet; thence turn 44 degrees 53 minutes 06 seconds left and run a chord distance of 127.53 feet to the P.T.; thence turn 44 degrees 53 minutes 06 seconds left and run 151.80 feet along said easement centerline to a point of termination in the center of Alabama Highway #25.

All being situated in Shelby County, Alabama.

