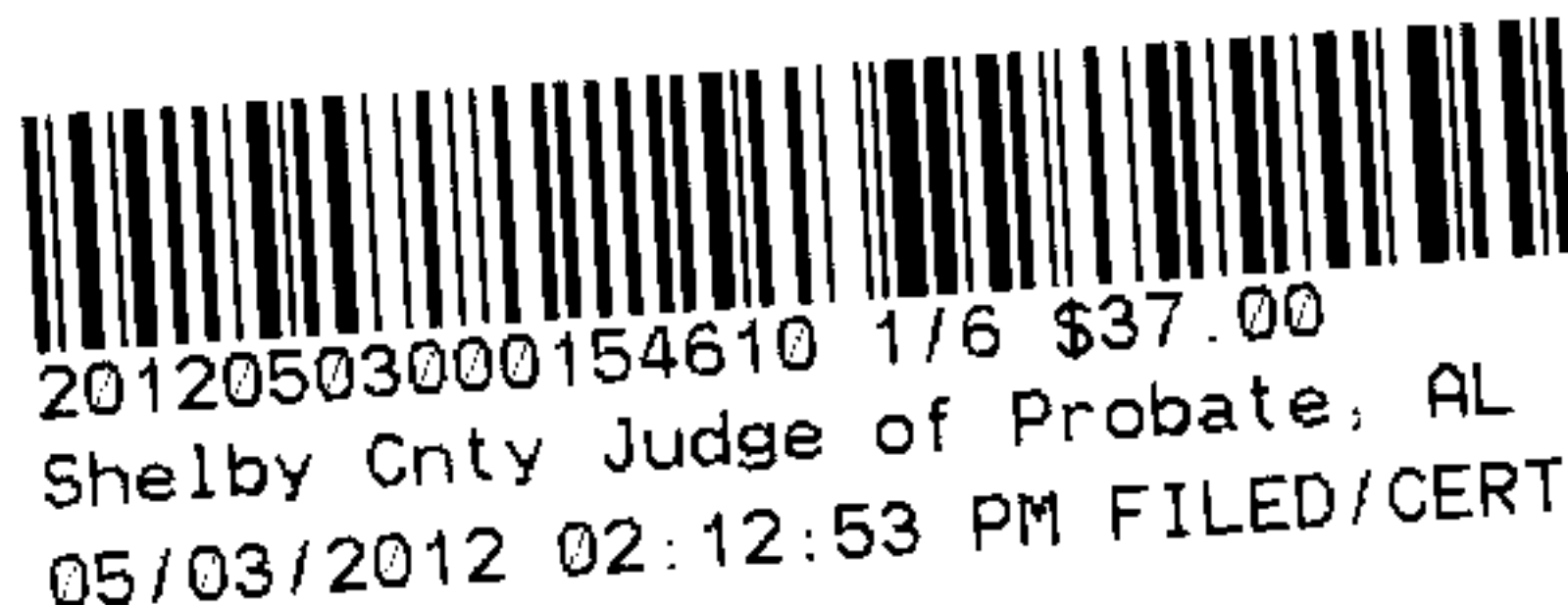


# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Lorrie Maples Parker, Esquire (205) 803-1100
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  The Parker Law Firm, LLC 500 Office Park Drive Suite 100 Birmingham, Alabama 35223



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME Wilkins Properties, L.L.C.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS Post Office Box 621		CITY Helena	STATE AL	POSTAL CODE 38050
		COUNTRY USA		
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION Limited Liability Co.	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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		
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 <u>one</u> 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:


See Attached Exhibit "A" Attached Hereto and Made A Part Hereof

See Attached Exhibit "B" for Collateral Description

This UCC1 is recorded simultaneously with that certain Mortgage dated April 30, 2012 by and between Wilkins Properties, L.L.C. and ServisFirst Bank, filed in Instrument Number 20120503000154610, in the Probate Office of Shelby County, Alabama

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 1008.002						

EXHIBIT "A"  
LEGAL DESCRIPTION

  
20120503000154610 2/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
05/03/2012 02:12:53 PM FILED/CERT

PARCEL I:

Lot 15, according to the Survey of Hayesbury Commercial Park, Phase I, as recorded in Map Book 30, Page 71, in the Probate Office of Shelby County, Alabama.

PARCE II:

A portion of Lot 8, Block 3, according to Squire's Map of the Town of Helena, Alabama, as shown in Map Book 3, Page 121 and 121-A, Office of Judge of Probate of Shelby County, Alabama; being more particularly described as follows: Commence at the SE corner of said Lot 8, Block 3 and run North along the West boundary of Helena Road (Main Street) a distance of 91.5 feet; thence turn an angle of 92 degrees 48 minutes 33 seconds left and run in a Westerly direction a distance of 100.52 feet to a point on the East boundary of Second Street; thence turn 91 degrees 31 minutes 29 seconds left and run in a Southerly direction along the East boundary of Second Street a distance of 78 feet to the North boundary of 3<sup>rd</sup> Avenue; thence turn an angle of 80 degrees 19 minutes 57 seconds left and run in a Southeasterly direction along said 3<sup>rd</sup> Avenue boundary for a distance of 97 feet to the point of beginning.

PARCEL III:

Lot 2, according to the Plat of Helena Office Park as recorded in Map Book 36, Page 52, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL IV:

Lot 1, according to the Survey of Helena Office Park, as recorded in Map Book 36, Page 52, in the Probate Office of Shelby County, Alabama.

PARCEL V:

A tract of land known as Helena Square, in the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 21, Township 20 South, Range 3 West, in Shelby County, Alabama, being more particularly, described as follows:

Commence at the Northwest corner of the NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of said Section 21, Township 20 South, Range 3 West in Shelby County, Alabama; thence Southerly and along the West line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 668.94 feet, more or less, to the most Northwesterly corner of Lot 18 according to the map of Saint Charles Place, Jackson Square, Phase Two, Sector Three, as recorded in Map Book 20, Page 39, in the Probate Office of Shelby County, Alabama; thence turn an angle of 134°47'44" left and run in a Northeasterly direction a distance of 274.47 feet to the most Northerly corner of Lot 17 of said subdivision and the point of beginning of the tract of land herein described; thence turn an angle of 107°57'02" right and run Southeasterly along the Easterly line of said Lot 17 a distance of 95.67 feet to the point of curve having a central angle of 07°04'15" and a radius of 2286.99 feet curving to the left and run in a Southeasterly to Easterly direction along the arc of said curve 282.24 feet; thence 115°04'51" left from the tangent to said curve run in a Northeasterly direction 223.19 feet to the Westerly right of way line of Shelby County Highway 52; thence turn an angle of 62°19'15" left to the tangent of a curve having a central angle of 4°28'22" and a radius of



EXHIBIT "A" CONTINUED  
LEGAL DESCRIPTION

2086.99 feet and running in a Northwesterly to Northerly direction along the arc of said curve 162.92 feet to the end of said curve; thence continue in a Northwesterly direction along said right of way line for 160.46 feet; thence 107°57'02" left run in a Southwesterly direction 210.24 feet to the point of beginning.

PARCEL VI:

A tract of land situated in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and run West along the North line of said Section 21 for a distance of 560.37 feet, more or less to the point of beginning; thence continue West along said North line for a distance of 99.65 feet; thence turn an angle to the left of 45 degrees 59 minutes 04 seconds and run in a Southwesterly direction for a distance of 360.0 feet, more or less, to the Northeasterly right of way of Shelby County Highway No. 52; thence turn an angle to the left of 72 degrees 02 minutes 58 seconds and run Southeasterly along said right of way for a distance of 221.07 feet; thence run Northeasterly and parallel with the centerline of a 100 foot Alabama Power Company Easement for a distance of 80.00 feet; thence run Northerly parallel with Shelby County Highway No. 52 for a distance of 10.48 feet to a point; thence run Northeasterly and parallel with the centerline of said Alabama Power Company Easement for a distance of 430.37 feet to the point of beginning.

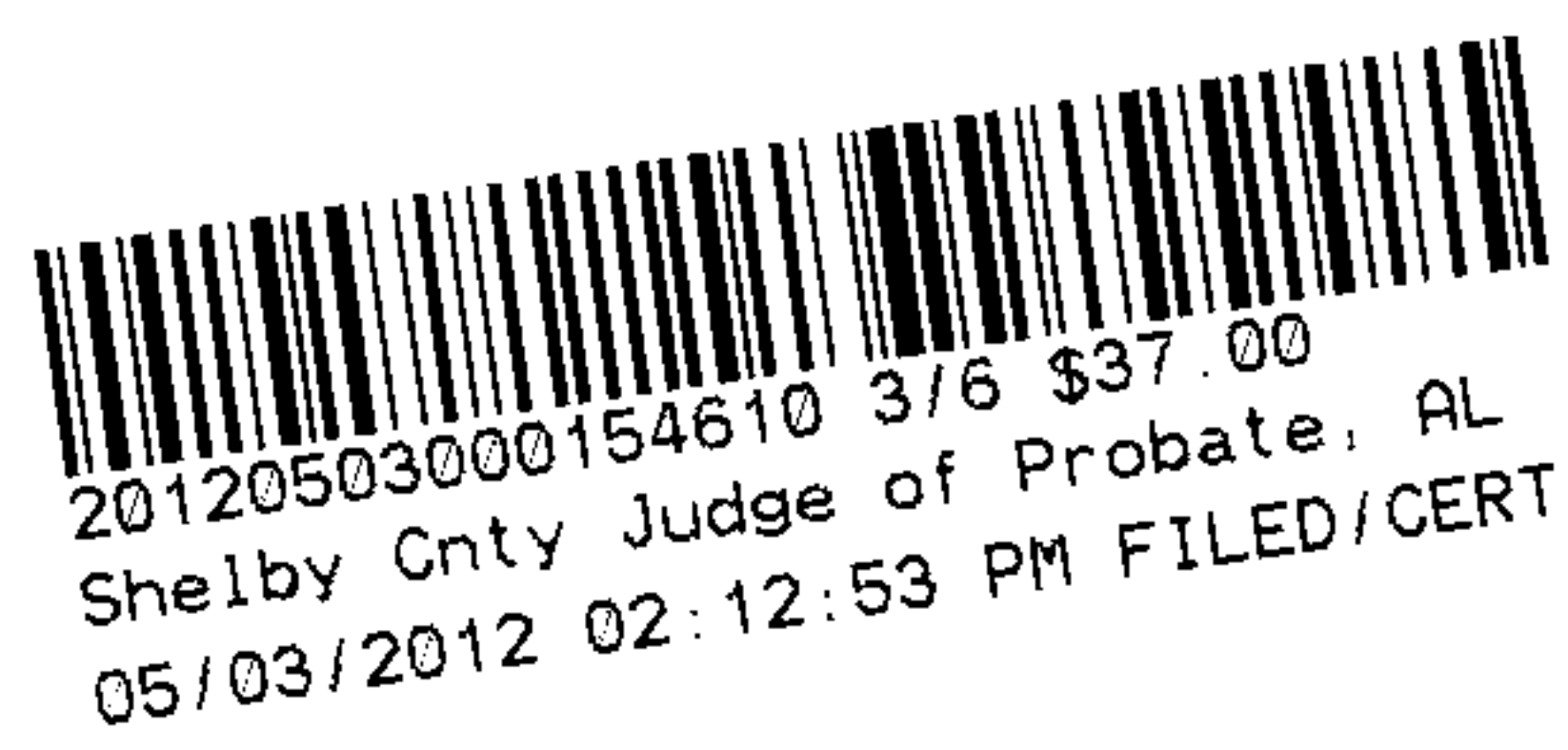
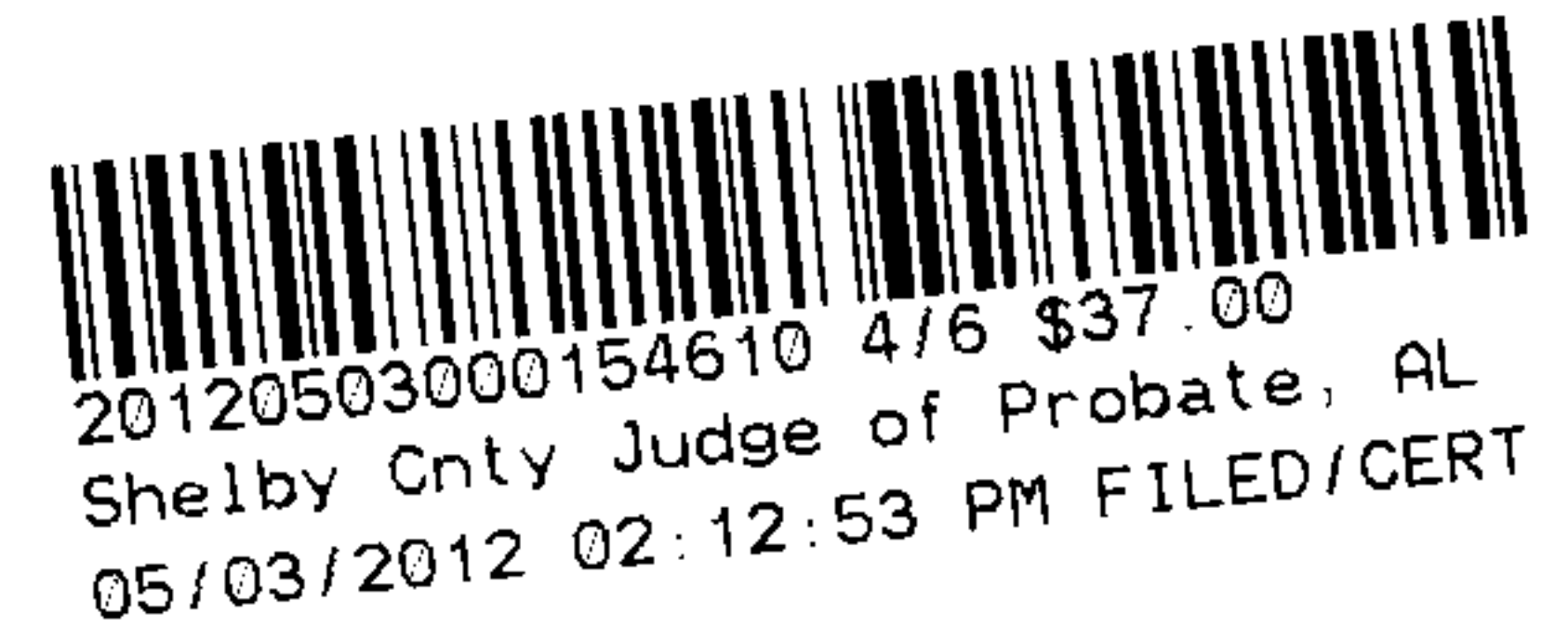


EXHIBIT "B"

TO

FINANCING STATEMENT (UCC-1)



DEBTOR/MORTGAGOR: WILKINS PROPERTIES, LLC

SECURED PARTY/MORTGAGEE: SERVISFIRST BANK

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The following (hereinafter "Mortgaged Property"):

- a. The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b. Together with all building, equipment, machinery, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishing and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever, the same may be located;
- c. 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, 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 Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the 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 Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's 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;

- d. Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.
- e. Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");
- f. Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;
- g. Together with 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 and to which the Mortgagor 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 Mortgaged Property 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 untenably caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, 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, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);
- h. Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment;
- i. Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time

provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at time collected by it; and

- j. All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.
- k. 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether real or personal.

  
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Shelby Cnty Judge of Probate, AL  
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