

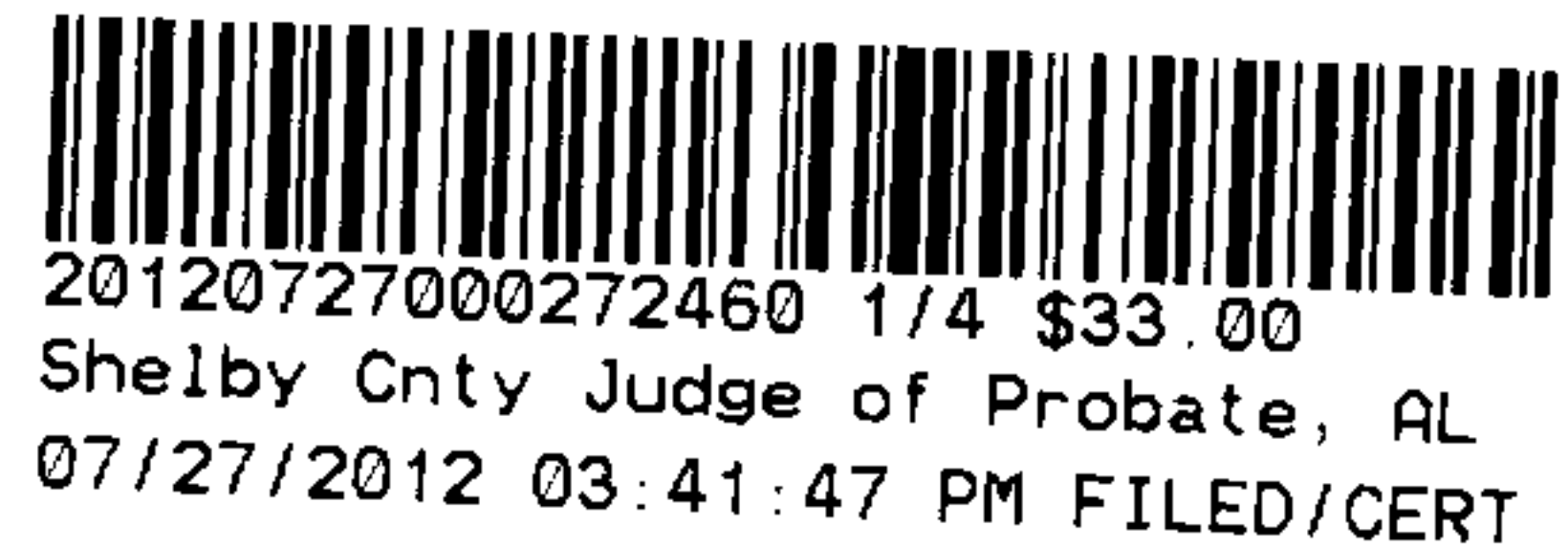
UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Doc Prep 727-260-6421

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Aliant Bank, a Division of USAmeriBank
Operations Center - FL
PO Box 17540
Clearwater, FL 33762**



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
Elliotsville Plaza, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
121 18th Street S., Suite 101 Birmingham AL 35233 USA

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **LLC** 1f. JURISDICTION OF ORGANIZATION **AL** 1g. ORGANIZATIONAL ID #, if any **471-673** ☐ 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
ALIAN BANK, a Division of USAmeriBank

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1100 Corporate Parkway, Meadow Brook Corporate Park Birmingham AL 35242 USA

4. This FINANCING STATEMENT covers the following collateral:

All Fixtures and Equipment of debtor used in connection with the subject property, including but not limited to the items listed on Exhibit "B" which are located on or will be located on the real property further described in Exhibit "A" attached hereto; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds). The above goods are or are to become fixtures on the real estate described herein.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAIOL ☐ 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

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR	9a. ORGANIZATION'S NAME Elliotsville Plaza, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX



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07/27/2012 03:41:47 PM FILED/CERT

10. MISCELLANEOUS:

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

OR	11a. ORGANIZATION'S NAME				
	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)

OR	12a. ORGANIZATION'S NAME				
	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:

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

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

EXHIBIT "A"

PARCEL A:

A parcel of land in the Northwest $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northwest corner of said Section 14; thence run South along the West section line 1740.00 feet; thence turn left 90 degrees 00 minutes 00 seconds and run East 119.70 feet; thence turn right 64 degrees 18 minutes 00 seconds and run Southeast 255.00 feet; thence turn left 60 degrees 43 minutes 00 seconds and run East 88.00 feet to the point of beginning; thence continue last course 335.90 feet to the West right-of-way of Shelby County Highway #119; thence turn left 84 degrees 30 minutes 00 seconds and run North along said right-of-way 147.80 feet; thence turn right 02 degrees 59 minutes 44 seconds and run North along said right-of-way 79.60 feet; thence turn left 106 degrees 34 minutes 06 seconds and run West 319.54 feet; thence turn right 05 degrees 15 minutes 33 seconds and run West 28.20 feet; thence turn left 81 degrees 41 minutes 27 seconds and run South 180.45 feet to the point of beginning.

PARCEL B:

A parcel of land in the Northwest $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northwest corner of said Section 14; thence South along the West section line 1740.00 feet; thence turn left 90 degrees 00 minutes 00 seconds and run East 119.70 feet; thence turn right 64 degrees 18 minutes 00 seconds and run Southeast 60.35 feet to the point of beginning; thence continue last course 194.65 feet; thence turn left 60 degrees 43 minutes 00 seconds and run East 88.00 feet; thence turn left 84 degrees 30 minutes 00 seconds and run North 180.45 feet; thence turn left 98 degrees 18 minutes 00 seconds and run West 200.75 feet to the point of beginning.

LESS AND EXCEPT a 30 foot right-of-way of plantation pipe line.

Situated in Shelby County, Alabama.



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07/27/2012 03:41:47 PM FILED/CERT

Exhibit B

All rights, title and interest of Borrower/Mortgagor in and to the materials, soil, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property described in Exhibit "A" (herein referred to as "Property") or under or above the same or any part or parcel thereof.

Together with and singular the tenements, hereditaments, easements, riparian and littoral rights, and appurtenances thereunto belonging or in any wise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and

Together with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property now or hereafter located in, upon or under said real property or any part thereof and used or usable in connection with any present or future operation of said real property and now owned or hereafter acquired by Mortgagor, including but without the generality of the foregoing, all heating, air-conditioning, lighting, laundry, incineration and power equipment, plumbing, lifting, cleaning, fire prevention, ventilating and communications apparatus; boilers, ranges, furnaces, appliances, elevators, escalators, shades and awnings, screens, storm doors and windows, stored wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies; together with all building materials and equipment now or hereafter delivered to the real property and intended to be installed therein, including but not limited to, lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof; and

Together with all of the right, title and interest of the Mortgagor in and to trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of the mortgaged premises, or of any business or endeavor located on the real property described hereinbefore; and

Together with all of the water, sanitary and storm sewer systems now or hereafter owned by the Mortgagor which are now or hereafter located by, over, and upon the real property hereinabove described, or any part or parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances; and


Together with all paving for streets, roads, walkways or entryways or hereafter owned by Mortgagor which are now or hereafter located on the real property hereinbefore described or any part or parcel thereof; and

Together with Mortgagor's interest as lessor in and to all leases of the real property hereinbefore described, or any part or parcel thereof, heretofore made and entered into, and to all leases hereafter made and entered into by Mortgagor during the life of this mortgage or any extension or renewal hereof, together with any and all guarantees thereof and including all present and future security deposits and advance rentals reserving to Mortgagor its equity of redemption rights therein provided, and hereby intending that in case of foreclosure sale, the lessor's interest in any such leases then in force shall, upon expiration of Mortgagor's right of redemption, pass to the purchaser at such sale as a part of the mortgaged premises, subject to election by the purchase to terminate or enforce any of such leases hereafter made; and

Together with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise or the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the real property hereinbefore described, or any part or parcel thereof; and

Together with all of the right, title and interest of the Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this mortgage, and all proceeds or any sums payable for the loss of or damage to (a) any real personal property encumbered hereby, or (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on the real property hereinbefore described, or any part or parcel thereof.

Products and proceeds of collateral are covered as provided in § 7 – 9(a) – 203 and § 7 – 9(a) – 315 of the Code of Alabama.


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