



20121226000493660 1/4 \$33.00
Shelby Cnty Judge of Probate, AL
12/26/2012 03:32:51 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Robert J. Kauffman
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Hartley, Rowe & Fowler, P.C. P.O. Box 489 Douglasville, GA 30133 File No. 12-0845B

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 Ponder Properties, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 850 Corporate Parkway, Ste 106			CITY Pelham	STATE AL	POSTAL CODE 35242	COUNTRY USA
1d. TAX ID #: SSN OR EIN	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		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		<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 Peoples Community National Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 400 U.S. Hwy 27 Bypass			CITY Bremen	STATE GA	POSTAL CODE 30110	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

The properties described on Schedule 1 attached hereto and made a part hereof.

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. 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 1
To UCC Financing Statement

The Collateral covered by the Financing Statement to which this Schedule 1 is attached is described as follows:

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Improvements").
- B. All permits, easements, licenses, rights-of-way, contracts, appurtenances, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C.
 - (i) All leases, subleases, and other agreements for use or occupancy of any portion of the Real Estate or the Improvements, written or oral, now existing and hereafter entered into, and any and all extensions, renewals, and restatements of such leases, subleases, and other agreements, as such leases, subleases, and other agreements and extensions, renewals, and restatements thereof, may be modified and amended from time to time, (the "Leases");
 - (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
 - (iii) 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 or to which the Debtor 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 Real Estate or any of the Improvements, 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 untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, 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 Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and
 - (iv) any award, dividend or other payment made hereafter to the Debtor 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. The Debtor hereby appoints the Secured Party as the Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

- D. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, computer systems and networks and sound systems incorporated or to be incorporated into the Improvements, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Improvements.
- E. Any and all other personal property of every kind and nature owned by the Debtor now or at any time hereafter located on the Real Estate or in the Improvements.
- F. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.
- G. Each and every policy of hazard insurance now or hereafter in effect which insures the Property (but, in the case of blanket policies, only to the extent that such policy is applicable to the Property), or any part thereof (including without limitation the Personal Property and Improvements, or any part thereof), together with all right, title and interest of the Debtor in and to each and every such policy (but, in the case of blanket policies, only to the extent that such policy is applicable to the Property), including, but not limited to, all the Debtor's right, title and interest in and to any premiums paid on each such policy (but, in the case of blanket policies, only to the extent that such premiums are applicable to the Property), including all rights to return premiums.
- H. Any and all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Debtor with respect to the Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade or of any street or (c) any other injury to or decrease in value of the Property.



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EXHIBIT "A" - LEGAL DESCRIPTION

A parcel of land located in the S 1/2 of the NE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of S 1/2 of the said 1/4 - 1/4 Section, thence North 82°58'11" West a distance of 1276.95 feet; thence South 32°31'16" West a distance of 240.00 feet to the point of beginning which lies at the point of intersection of the Southwesterly right of way line of Canyon Park Drive (50 foot right of way) and the Easterly right of way line of U.S. Highway 31 (200 foot right of way); thence South 32°21'29" West along said U.S. Highway 31 right of way line a distance of 249.81 feet; thence South 84°12'24" East and leaving said right of way line a distance of 160.93 feet; thence North 05°04'18" East a distance of 18.96 feet; thence North 36°35'16" East along the centerline of a 20 foot ingress/egress and utility easement, a distance of 161.01 feet to a point on the Southwesterly right of way line of Canyon Park Drive; thence North 57°28'44" West along said right of way line a distance of 147.12 feet to the point of beginning; being situated in Shelby County, Alabama.

A 20 foot wide ingress/egress and utility easement lying 10 feet on each side of and parallel to the following described centerline:

Commence at the NE corner of the S 1/2 of said 1/4 - 1/4 section; thence North 82°58'11" West, a distance of 1,276.95 feet; thence South 32°31'16" West, a distance of 141.18 feet; thence South 05°24'10" West, distance of 111.02 feet; thence South 57°28'44" East, a distance of 71.56 feet to the point of beginning, said point lying on the Southwesterly ROW line of Canyon Park Drive (50' ROW); thence South 36°35'16" West a distance of 161.01 feet to the end of said easement.


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