

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



20130123000030450 1/4 \$33.00
Shelby Cnty Judge of Probate, AL
01/23/2013 11:51:48 AM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER [optional]

Lisa Parker

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Najjar Denaburg, P.C.
2125 Morris Avenue
Birmingham, AL 35203

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

Partner Properties, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

290 Signal Cove

CITY

Chelsea

STATE

AL

POSTAL CODE

35242

COUNTRY

USA

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

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

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

ServisFirst Bank

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

324 Richard Arrington, Jr. Blvd. N.

CITY

Birmingham

STATE

AL

POSTAL CODE

35203

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All rents, leases, profits and royalties from or relating to the property described in Exhibit "A". 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.

Any and all fixtures, fittings, building materials, and fixed equipment of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with the operation of the property, structures, or other improvements described in Exhibit "A", including all extensions, additions, improvements, betterments, renewals, substitutions, replacements, to any of the foregoing.

The property described on Schedule "I" attached hereto and incorporated herein by this reference.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

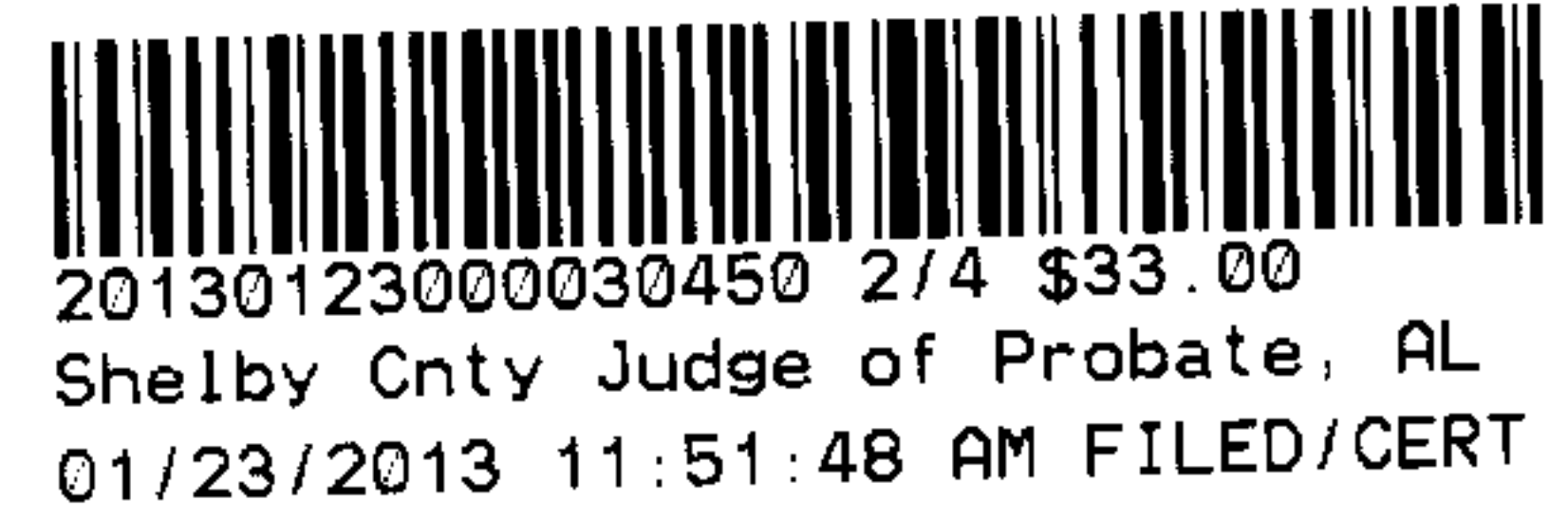
6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum ☐ 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)



Debtor/Mortgagor: Partner 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 buildings, 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 furnishings 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, replacements and accessions to any of the foregoing, whether such fixtures, 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 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");
- e) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

f) 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 or 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 untenability 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 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);

g) 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;

h) 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 any time collected by it; and

i) 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.



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EXHIBIT "A"

PARCEL I:

All of that part of the SW 1/4 of the SE 1/4 and the NW 1/4 of the SE 1/4 of Section 29, Township 19, Range 1 West, which lies South and Southeast of Shelby County Highway No. 11, situated in Shelby County, Alabama, and being more particularly described as follows: From a 1/2" crimped pipe at the Southwest corner of the Southwest quarter of the Southeast quarter of Section 29, Township 19 South, Range 1 West, being the Point of Beginning of the herein described parcel of land, run thence East along the South boundary of said Southwest quarter of the Southeast quarter for a distance of 1,331.15 feet to a 1" pipe at the Southeast corner of said Southwest quarter of the Southeast quarter; thence turn 88 degrees 29 minutes 16 seconds left for a distance of 1,328.13 feet to a 1/2" crimped pipe at the Northeast corner of said Southwest quarter of the Southeast quarter; thence continue along said course for a distance of 155.17 feet to a 1/2" rebar on the Southerly boundary of Shelby County Highway #11 (80' R.O.W.); thence turn 121 degrees 17 minutes 24 seconds left and run along said highway boundary for a distance of 312.13 feet to a 1/2" rebar on the North boundary of the aforementioned Southwest quarter of the Southeast quarter; thence continue along said course for a distance of 632.10 feet to a 1/2" rebar at the P.C. of a curve concave left, having a delta angle of 02 degrees 57 minutes 46 seconds and a radius of 13,193.12 feet; thence turn 00 degrees 58 minutes 55 seconds left and run a chord distance of 450.56 feet to a 1/2" rebar at the P.T.; thence turn 00 degrees 58 minutes 55 seconds left and run a distance of 170.27 feet to a 1" crimped pipe on the West boundary of the aforementioned Southwest quarter of the Southeast Quarter; thence turn 56 degrees 42 minutes 30 seconds left and run a distance of 694.09 feet to the Point of Beginning of the herein described parcel of land, situated in the Northwest quarter of the Southeast quarter and the Southwest quarter of the Southeast Quarter of Section 29, Township 19 South, Range 1 West, Shelby County, Alabama.

PARCEL II:

Commence at the NE corner of the SW 1/4 of the NE 1/4 of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama; run thence West along the North boundary of said SW 1/4 -NE 1/4 for a distance of 441.50 feet to a 1" pipe being the Point of Beginning of herein described parcel of land; thence continue along said course for a distance of 311.83 feet to a 1/2" rebar; thence turn 103 degrees 23 minutes 29 seconds left and run a distance of 323.07 feet to a 1/2" rebar on the Northerly boundary of County Highway #280 (80' R.O.W.); thence turn 94 degrees 45 minutes 16 seconds left and run a distance of 257.69 feet along said highway boundary to a drill bit; thence turn 73 degrees 46 minutes 45 seconds left and run a distance of 234.16 feet to the Point of Beginning of herein described parcel of land.



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