

TRH

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Christine Keifer Borton, 205-254-1000

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Christine Keifer Borton
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, Alabama 35203



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1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME H & V Properties, LLC					
	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 700 Maple Street			CITY Birmingham	STATE AL	POSTAL CODE 35210	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any 672-965 ☐ None		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (2a or 2b) – do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME					
	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	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)

OR	3a. ORGANIZATION'S NAME PNC Bank, National Association					
	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS Commercial Lending Services/DCC, 134 N. Church St., T2-URMS-01-8			CITY Rocky Mount	STATE NC	POSTAL CODE 27804	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I and Exhibit A attached hereto and made a part hereof.

This financing statement is filed as additional security for the indebtedness secured by an Open End Mortgage, Assignment of Rents and Leases and Security Agreement executed by the Debtor in favor of the Secured Party that is being recorded concurrently herewith.

TO BE FILED IN: Shelby County, Alabama
Project: PNC/H&V Properties / MCG # 3818-489

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ COSIGNEE/COSIGNOR ☐ 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) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2 [OPTIONAL] [ADDITIONAL FEE]

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 H & V Properties, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:



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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor 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 ☐ 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:
See Exhibit A to Schedule I attached hereto.

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 – effective 30 years.
☐ Filed in connection with a Public-Finance Transaction – effective 30 years.

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property, including all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof, and all reversions and remainders of such property now owned or held or hereafter acquired by the Debtor (the **"Property"**), to wit:

(a) All of the Debtor's estate in the premises described in **Exhibit A**, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining, and all of the Debtor's estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the **"Land"**);

(b) All the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, machinery and equipment, including all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such buildings and heating, air conditioning and plumbing equipment now or hereafter attached to, located in or used in connection with those buildings, structures or other improvements (the **"Improvements"**);

(c) All rents, income, issues and profits arising or issuing from the Land and the Improvements and advantages and claims against guarantors of any Leases (defined below) (the **"Rents"**) including the Rents arising or issuing from all leases, licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land and Improvements (the **"Leases"**), including without limitation all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties, and all cash or securities deposited under Leases to secure performance of lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms;

(d) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(e) All personal property of the Debtor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Debtor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) letter of credit rights; (xiv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xv) all supporting obligations of all of the foregoing property; (xvi) all property of the Debtor now or hereafter in the Secured Party's possession or in transit to or from, or under the custody or control of, the Secured Party or any affiliate thereof; (xvii) all cash and cash equivalents thereof; and (xviii) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof.



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**EXHIBIT A TO
FINANCING STATEMENT**

(Real Estate Description)

PARCEL I:

PARCEL A:

Lot 2-A, according to Resurvey No. 1 of Hunter & Associates Addition to Riverchase, as recorded in Map Book 27, page 141, in the Probate Office of Shelby County, Alabama.

PARCEL B:

A non-exclusive easement, to be used in common with others, for vehicular and pedestrian ingress and egress, roadway and right of way purposes as described in that certain Ingress and Egress Easement, recorded in Instrument 1994-20501 in the Probate Office of Shelby County, Alabama.

PARCEL C:

Together with rights which constitute an interest in real estate obtained under that certain Amended and Restated Declaration of Protective Covenants of Hunter & Associates Addition to Riverchase recorded in Instrument 1997-19316 in the Probate Office of Shelby County, Alabama.

PARCEL II:

A tract of land situated in NE 1/4 of the SE 1/4 of Section 13, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the SE corner of Section 13; thence North along the East line of said Section, 661.45 feet; thence 90°00'00" left, leaving said section line 539.64 feet; thence 90°00'00" right 1154.53 feet; thence 90°00'00" left, 180.86 feet to the point of beginning; thence 24°55'44" left, 270.79 feet to a point, said point being on the Easterly right of way of Data Drive and a curve to the left, said curve having a central angle of 11°25'00" and a radius of 411.97 feet; thence 90°00'00" right tangent to said curve and along said right of way and arc of said curve 82.09 feet; thence tangent to said curve and along said right of way 17.95 feet to a curve to the right, said curve having a central angle of 89°17'54" and a radius of 50.00 feet; thence along said right of way and arc of said curve 77.93 feet to a point, said point being on the right of way of Lorna Road; thence tangent to said curve and along said right of way 205.39 feet; thence 90°00'00" right leaving said right of way 205.62 feet to the point of beginning.

PARCEL III:

Lot 17, Block 189, according to the Present Plan and Survey of the City of Birmingham, as made by the Elyton Land Company, situated in Jefferson County, Alabama.


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PARCEL IV:

Parcel A:

A parcel of Land situated in the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of Block 1 of Cahaba Valley Park North as recorded in Map Book 13, page 140 in the Office of Judge of Probate, Shelby County, Alabama, said point being on the Northerly right of way line of Alabama Highway #119; thence run Southwesterly along said right of way line 160.00 feet to the point of beginning of Parcel A herein described; thence continue along the last stated course 140.75 feet; thence turn an interior angle of 88°06'12" leaving said right of way line and run Northwesterly 250.00 feet; thence turn an interior angle of 91°53'48" and run Northeasterly 140.75 feet; thence turn an interior angle of 88°06'12" and run Southeasterly 250.00 feet to the point of beginning.

Parcel B:

A parcel of land situated in the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of Block 1 of Cahaba Valley Park North as recorded in Map Book 13, page 140, in the Office of Judge of Probate, Shelby County, Alabama, said point being on the Northerly right of way line of Alabama Highway #119; thence run Southwesterly along said right of way line 300.75 feet to the point of beginning of Parcel B herein described; thence continue along the last stated course 22.73 feet; thence turn an interior angle of 90° leaving said right of way line and run Northwesterly 249.86 feet; thence turn an interior angle of 90° and run Northeasterly 31.00 feet; thence turn an interior angle of 88°06'12" and run Southeasterly 250.00 feet to the point of beginning.

Parcel C:

A 24 foot wide Ingress/Egress easement situated in the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of Block 1 of Cahaba Valley Park North as recorded in Map Book 13, page 140, in the Office of Judge of Probate Shelby County, Alabama; said point being on the Northerly right of way of Alabama Highway #119; thence run Southwesterly along said right of way line 323.48 feet; thence turn an interior angle of 90°00'00" leaving said right of way line and run Northwesterly 225.86 feet to the point of beginning of said easement; thence continue along the last stated course 24.00 feet; thence turn in interior angle of 90°00'00" and run Southwesterly 185.34 feet; thence turn an interior angle of 91°53'48" and run Southeasterly 24.01 feet; thence turn an interior angle of 88°06'12" and run Northeasterly 186.13 feet to the point of beginning.

Parcel D:

A slope easement situated in the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of Block 1 of Cahaba Valley Park North as recorded in Map Book 13, page 140 in the Office of Judge of Probate Shelby County, Alabama, said point being on the Northerly right of way line of Alabama Highway #119; thence run Southwesterly along said right of way line 323.48 feet to the point of beginning of the easement herein described; thence continue along the last stated course 60.00 feet; thence turn an interior angle of 90°00'00" leaving said right of way line and run Northwesterly 249.86 feet; thence turn an interior angle of 90°00'00" and run Northeasterly 60.00 feet; thence turn an interior angle of 90°00'00" and run Southeasterly 249.86 feet to the point of beginning.


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PARCEL V:

Lot 7-A, according to Resurvey Number Three of the Village at Moody, recorded on Slide A85-5, in the Probate Office of St. Clair County, Alabama, Pell City Division, more particularly described as follows:

A parcel of land situated in the NE 1/4 of the SE 1/4 of Section 10, Township 17 South, Range 1 East, St. Clair County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of Lot 6 of the Survey of Lots 5 and 6 of the Village at Moody, as recorded in Map Book E, page 33 in the Probate Office of St. Clair County, Alabama, said point being on the West right of way line of Village Drive; thence run Northwesterly along the South line of said Lot 6 for a distance of 214.98 feet to a point on the East right of way line of Moody Parkway (U.S. 411); said point also being on the denied access line from I-20 along U.S. 411; thence 86°28'17" left to become tangent to a curve to the left, said curve subtending a central angle of 3°24'11" and having a radius of 3379.32 feet; thence run Southwesterly along the arc of said curve and along said right of way and denied access line for 200.71 feet to the end of said curve; thence 3°20'25" left from the tangent of said curve and run Southwesterly along said right of way and denied access line for 12.80 feet; thence 98°26'00" left and run Northeasterly for 248.17 feet to a point on the West right of way line of Village Drive; thence 90°00'00" left and run Northwesterly along said Village Drive right of way line for 28.25 feet to the beginning of a curve to the right, said curve subtending central angle of 9°15'23" and having a radius of 846.48 feet; thence run Northerly along the arc of said curve and along said right of way line for 136.75 feet to the point of beginning.

PARCEL VI:

Lot 1, according to the Final Plat for H & V – Overton's Addition to Irondale, as recorded in Map Book 230, page 84, in the Probate Office of Jefferson County, Alabama.


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