



20131210000475570 1/11 \$49.00  
Shelby Cnty Judge of Probate, AL  
12/10/2013 08:23:23 AM FILED/CERT

## 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)

Lorrie Maples Parker, Esquire  
The Parker Law Firm, LLC  
500 Office Park Drive Suite 100  
Birmingham, Alabama 35223

6147  
12/03/2013 08:43:36 AM  
Terry Mitchell  
Probate Judge  
Coosa County, Alabama

Recording Fee 36.00  
TOTAL 36.00

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

OR

1b. INDIVIDUAL'S LAST NAME

Spratlin

FIRST NAME

William

MIDDLE NAME

F

SUFFIX

1c. MAILING ADDRESS

Post Office Box 354

CITY

Chelsea

STATE

AL

POSTAL CODE

35043

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

Spratlin

FIRST NAME

Jenny

MIDDLE NAME

Y

SUFFIX

2c. MAILING ADDRESS

P O Box 354

CITY

Cheslea

STATE

AL

POSTAL CODE

35043

COUNTRY

USA

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

OR

3b. INDIVIDUAL'S LAST NAME

ServisFirst Bank, N.A.

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

850 Shades Creek Parkway

CITY

Birmingham

STATE

AL

POSTAL CODE

35209

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

That certain real property located described in Exhibit "A" attached hereto and made a part hereof, and together with a separate and additional security interest in and to the collateral as described in Exhibit "B" attached hereto and made a part hereof.

This UCC-1 is being recorded simultaneously with that certain Accommodation Real Estate Mortgage, Assignment of Rents and Leases and Security Agreement from William F. Spratlin and Jenny Y. Spratlin, husband and wife and Rock Bridge Lodge, LLC, , an Alabama limited liability company (referred to as "Mortgage") and Spratlin Holdings, LLC (referred to as "Borrower") to ServisFirst Bank, N.A. ("Lender") dated November 26, 2013; recorded on Mort December 3, 2013, in Instrument No. Mort BK 428 pg 243, in the Probate Office of Coosa County, Alabama.

and recorded on 12-10-13, 2013, in Instrument No. 20131210000475550, 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	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 1008.009						

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME SUFFIX

Spratlin

William

F.

## 10. MISCELLANEOUS:



20131210000475570 2/11 \$49.00

Shelby Cnty Judge of Probate, AL

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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

11a. ORGANIZATION'S NAME

Rock Bridge Lodge, LLC

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

## 11c. MAILING ADDRESS

Post Office Box 354

CITY

Chelsea

STATE

POSTAL CODE

COUNTRY

AL

35043

USA

## 11d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

## 11e. TYPE OF ORGANIZATION

LLC

## 11f. JURISDICTION OF ORGANIZATION

Alabama

## 11g. ORGANIZATIONAL ID #, if any

☒ NONE

## 12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

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 Attached Exhibit "A" attached hereto and made a part hereof

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:

Separate and additional security interest in and to the collateral as described on Exhibit "B" attached hereto and made a part hereof

## 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

International Association of Commercial Administrators (IACA)

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

Spratlin

William

F.

## 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

11a. ORGANIZATION'S NAME

Spratlin Holdings, LLC

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

## 11c. MAILING ADDRESS

Post Office Box 354

## CITY

Chelsea

## STATE

AL

## POSTAL CODE

35043

## COUNTRY

USA

## 11d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

## 11e. TYPE OF ORGANIZATION

LLC

## 11f. JURISDICTION OF ORGANIZATION

Alabama

## 11g. ORGANIZATIONAL ID #, if any

☒ NONE

## 12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

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 Attached Exhibit "A" attached hereto and made a part hereof

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

William F. Spratlin, Jenny Y. Spratlin and Rock  
Bridge Lodge, LLC, an Alabama limited liability  
company

## 16. Additional collateral description:

Separate and additional security interest in and to the collateral as described on Exhibit "B" attached hereto and made a part hereof

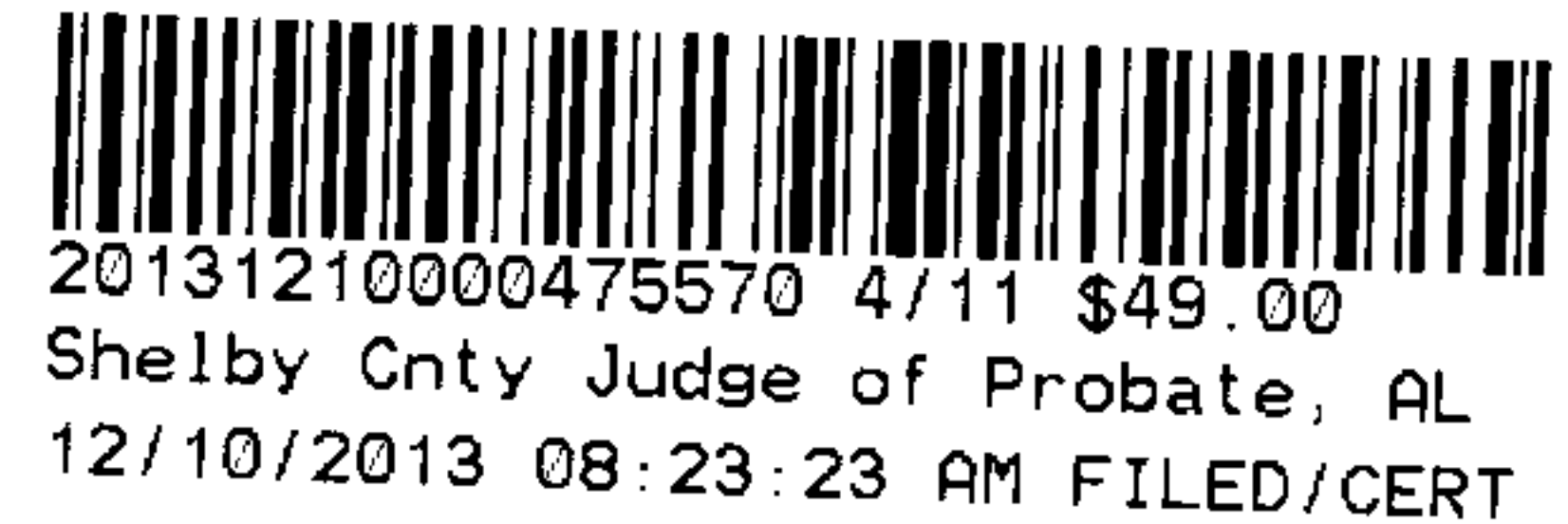
## 17. Check only if applicable and check only one box.

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"**  
**LEGAL DESCRIPTION**

The South half of the Northeast fourth, Section 34, Township 22 North, Range 19 East, Coosa County, Alabama. Less and except therefrom five (5) acres in Northwest corner particularly described as follows: Begin at Northwest corner of Southwest  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$  of Section 34, Township 22, Range 19, thence East 155.5 yards; thence South 155.5 yards; thence West 155.5 yards; thence North 155.5 yards to point of beginning.

Also:

South one-half of Southeast fourth and Northeast fourth of Southeast fourth Section 34 and Southwest fourth of Southwest fourth and 15 acres on West side of Southeast fourth of Southwest fourth Section 35; all in Township 22 North, Range 19 East, Coosa County, Alabama.

Also:

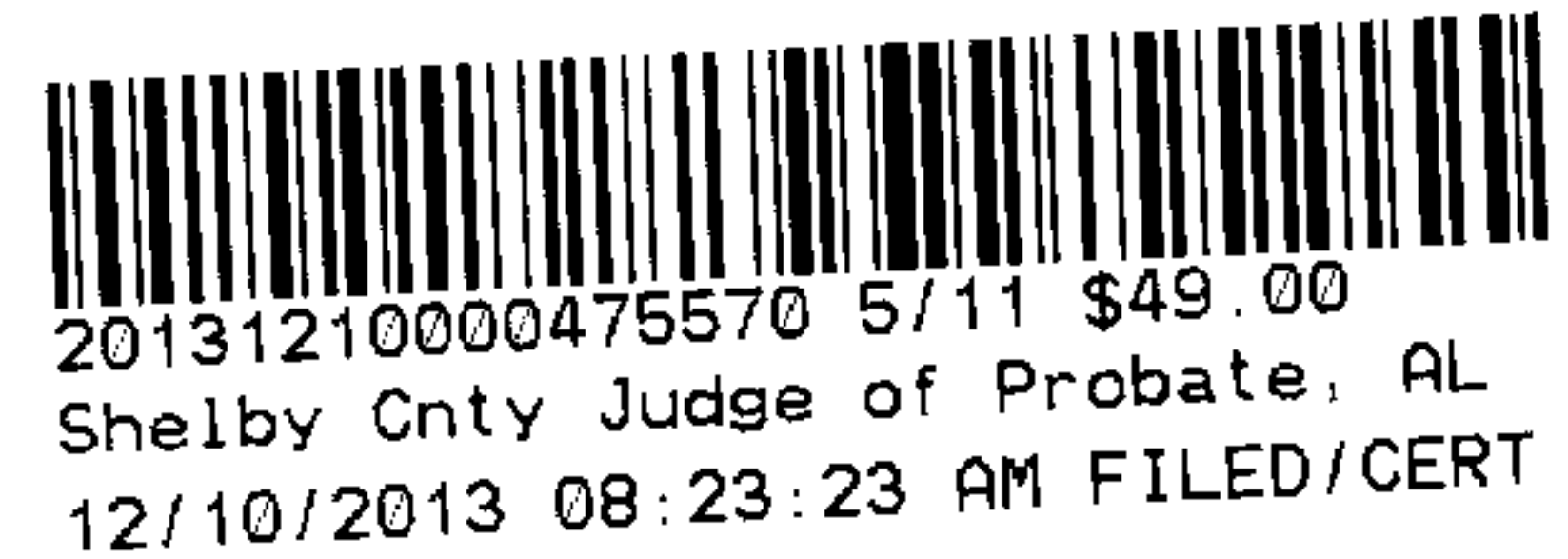
Five (5) acres in Northwest corner particularly described as follows: Begin at Northwest corner of Southwest  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$  of Section 34, Township 22, Range 19, thence East 155.5 yards; thence South 155.5 yards; thence West 155.5 yards; thence North 155.5 yards to point of beginning. Situated in Coosa County, Alabama.

Also:

Parcel I: Commence at the Southeast corner of the Southeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama; thence proceed North 00 degrees 52 minutes 10 seconds East along the East boundary of said Quarter-Quarter section 178.54 feet to a point on the Southerly right of way of County Road No. 50; thence proceed North 81 degrees 02 minutes 27 seconds West, along the Southerly right of way of said road 964.69 feet to the Northwest corner of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama, in Deed Book 128 at Page 113, said point being the point of beginning. From this beginning point proceed South 00 degrees 34 minutes 37 seconds East, along the West boundary of said referenced property 204.56 feet; thence proceed South 19 degrees 27 minutes 55 seconds West, along the West boundary of said referenced property 173.82 feet to a point on the Northeasterly right of way of U.S. 280 Highway; thence proceed North 69 degrees 23 minutes 26 seconds West, along the right of way of said highway 334.29 feet, more or less, to a point on the West boundary of the Southeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  of said section; thence proceed North 00 degrees 52 minutes 10 seconds East, along the West boundary of said Quarter-Quarter section 305.81 feet to a point on the Southerly right of way of County Road No. 50; thence proceed South 81 degrees 24 minutes 29 seconds East, along the Southerly right of way of said road 368.25 feet to the point of beginning. The above described land is located in the Northeast  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama.

Parcel II: Commence at the Southeast corner of the Southeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama; thence proceed North 00 degrees 52 minutes 10 seconds East, along the East boundary of said Quarter-Quarter section 178.54 feet to a point on the Southerly right of way of County Road No. 50; thence proceed North 81 degrees 02 minutes 27 seconds West, along the Southerly right of way of said road 588.64 feet to the Northwest corner of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama in Deed Book 144 at Page 98; thence proceed South 00 degrees 32 minutes 25 seconds East along the West boundary of said referenced property 205.40 feet to the Northeast corner of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama, in Deed





**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Book 104 at Page 195, said point being the point of beginning. From this beginning point proceed South 18 degrees 18 minutes 31 seconds West along the East boundary of said referenced property 249.09 feet to a point on the Northeasterly right of way of U.S. 280 Highway; thence proceed South 69 degrees 23 minutes 26 seconds East, along the right of way of said highway 391.91 feet, more or less; to a point that is 283.5 feet perpendicular to the East boundary of the Northeast  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$  of said section; thence proceed North 00 degrees 52 minutes 10 seconds East parallel to the East boundary of said Northeast  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$  and the East boundary of the Southeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  328.10 feet; thence proceed North 81 degrees 02 minutes 27 seconds West, along the Southerly boundary of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama, in Deed Book 144 at Page 98 for a distance of 300.0 feet to the point of beginning. The above described land is located in the Northeast  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama.

**Parcel C:**

Southwest fourth of Northwest fourth, Section 30, Township 22 North, Range 20 East; Southeast fourth of Northwest fourth, Section 30, Township 22 North, Range 20 East. Less and except therefrom the following two parcels: (1) One acre, more or less, conveyed by J.A. Smith, III, a widower, to Gloria Higgins by deed dated November 6, 1990, recorded in Deed Book 92, at Page 235 in the Probate Office of Coosa County, Alabama; (2) Four acres, more or less, conveyed by J.A. Smith, III, a widower, to Mary Jones by deed dated April 4, 1995, recorded in Deed Book 199, at Page 19 in the Probate Office of Coosa County, Alabama. All that part of North half of Southwest fourth of Northeast fourth Section 25, Township 22 North, Range 19 East, lying East of County Road, Less and Except therefrom the following parcel: One acre, more or less, conveyed by J.A. Smith, III and wife Winifred M. Smith to Henry Mitchell, Jr. by deed dated June 22, 1973 recorded in Deed Book 62, at Page 286 in the Probate Office of Coosa County, Alabama. Southeast fourth of Northeast fourth Section 25, Township 22 North, Range 19 East, Coosa County, Alabama. All of the above lands being located in Coosa County, Alabama.

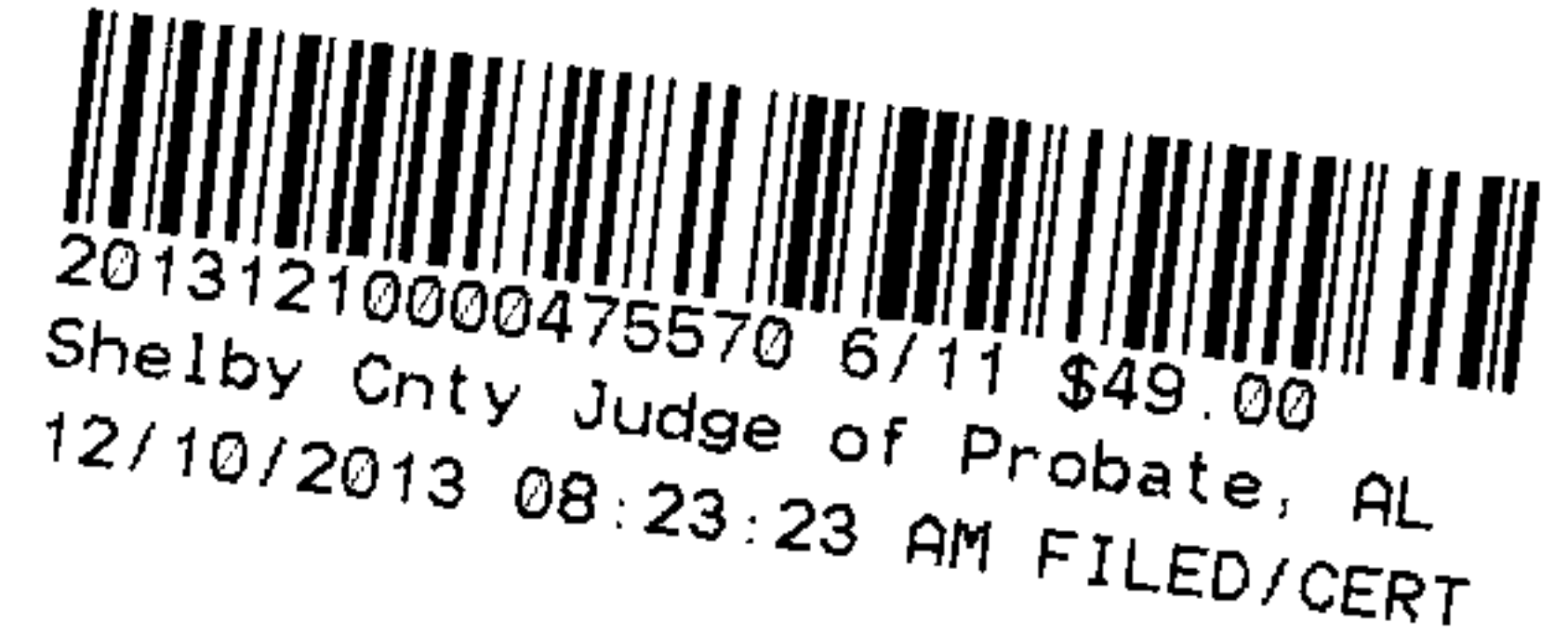
**Parcel D:**

One hundred (100) acres on East side of West half Section 35, Township 22, Range 19 and also, an easement for ingress and egress to a parcel of land containing 100 acres on East side of West half of Section 35, Township 22, Range 19, particularly described as follows: Said easement to be 30 feet in width, and to lie South and East of the following described line: Begin at the point where the South right of way of paved County Road intersects the North boundary line of Northwest fourth of Northeast fourth Section 35, Township 22, Range 19; thence West along North boundary of said Northwest fourth of Northeast fourth to a point 135.8 feet of Northwest corner of said forty; thence South 10 degrees West, 310 feet; thence West 71.3 feet to West boundary of said Northwest fourth of Northeast fourth of said section.

**Parcel E:**

Northwest fourth of Northeast fourth, Section 35, Township 22 South, Range 19. Less and except that portion thereof as set forth as the "Less and Except" portion on Exhibit "B" (Parcel I) as referred to in Deed Book 104, Page 242.





**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Also:

Southwest fourth of Northeast fourth, Section 35, Township 22 South, Range 19.

Less and except portion conveyed in Deed Book 809, Page 219.

All being situated in Coosa County, Alabama.

Property located in Shelby County, Alabama:

A parcel of land situated in the West half of Section 30, Township 20 South, Range 1 West, and the Southeast Quarter of the Northeast Quarter of Section 25, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at an iron pin found locally accepted to be the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 30; thence run South 89 degrees 38 minutes 54 seconds East along the North line of said quarter-quarter section and also along the North line of the Southeast quarter of the Northwest quarter of said Section 30 for a distance of 1523.85 feet to an iron pin found, said iron pin being 1248.57 feet West of an iron pin locally accepted to be the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 30; thence run South 01 degrees 10 minutes 33 seconds East for a distance of 409.42 feet to a point; thence run South 52 degrees 39 minutes 23 seconds East for a distance of 684.36 feet to a point; thence run South 56 degrees 28 minutes 27 seconds East for a distance of 567.19 feet to a point; thence run South 00 degrees 58 minutes 59 seconds West for a distance of 808.31 feet to a point; thence run South 01 degrees 53 minutes 36 seconds East for a distance of 702.43 feet to an iron pin found, said iron pin being 210.49 feet west of an iron pin found locally accepted to be the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 30; thence run South 89 degrees 21 minutes 51 seconds West along the South line of said quarter-quarter section and also along the South line of the Northwest quarter of the Southwest quarter of said Section 30 for a distance of 1781.98 feet to an iron pin found; thence turn an angle to the right of 90 degrees 12 minutes 11 seconds and run North 00 degrees 25 minutes 58 seconds West for a distance of 1,449.35 feet to a point on a curve to the right, having a central angle of 27 degrees 53 minutes 47 seconds and a radius of 175.00 feet; thence turn an angle to the right to the radius of said curve of 15 degrees 54 minutes 51 seconds and run in a Northwesterly direction along the arc of said curve for a distance of 85.20 feet to a point; thence run tangent to last stated curve, North 46 degrees 37 minutes 20 seconds West for a distance of 208.26 feet to a point on a curve to the left, having a central angle of 43 degrees 48 minutes 38 seconds and a radius of 350.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 267.62 feet to a point; thence run tangent to last stated curve, South 89 degrees 34 minutes 02 seconds West for a distance of 599.97 feet to the centerline of Hidden Ridge Estates 1st Sector as recorded in Map Book 33, on Page 65 in the Office of the Judge of Probate, Shelby County, Alabama; thence run North 00 degrees 25 minutes 58 seconds West for a distance of 30.00 feet to a point on the South line of Lot 10, in said Hidden Ridge Estates; thence run North 89 degrees 34 minutes 02 seconds East for a distance of 201.29 feet to Southeast corner of said Lot 10; thence run North 00 degrees 25 minutes 58 seconds West for a distance of 925.02 feet to the Northeast corner of said Lot 10, also being on the North line of the Southeast quarter of the Northeast quarter of said Section 25; thence run South 87 degrees 44 minutes 12 seconds East along the North line of said quarter-quarter section for a distance of 108.18 feet to the point of beginning.



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALSO:

A 60 foot easement for ingress and egress and utilities situated in the Northeast quarter of Section 25, Township 20 South, Range 2 West, also the Northwest quarter of Section 30, Township 20 South, Range 1 West, Shelby County, Alabama, lying 30 feet each side of a centerline, being more particularly described as follows:

Commence at the Northwest corner of Lot 11, Hidden Ridge Estates, 1st Sector, as recorded in Map Book 33, Page 65, in the Office of the Judge of Probate, Shelby County, Alabama; said point also being on the South right of way line of Hidden Ridge in said Hidden Ridge Estates 1st Sector; thence run an assumed bearing North 89 degrees 34 minutes 02 seconds East along the North line of said Lot 11 and also along the South line of said Hidden Ridge for a distance of 206.77 feet to a point at the Northeast corner of said Lot 11; thence run North 00 degrees 25 minutes 58 seconds West for a distance of 30.00 feet to the point of beginning; thence run 89 degrees 34 minutes 02 seconds East for a distance of 599.97 feet to a point on a curve to the right, having a central angle of 18 degrees 49 minutes 40 seconds, a radius of 350.00 feet, and a chord bearing of South 81 degrees 01 minutes 08 seconds East; thence run along the arc of said curve for a distance of 115.01 feet to a point; thence run North 18 degrees 23 minutes 42 seconds East for a distance of 51.25 feet to a point on a curve to the left, having a central angle of 21 degrees 41 minutes 10 seconds, a radius of 550.82 feet, and a chord bearing of North 07 degrees 33 minutes 07 seconds East; thence run along the arc of said curve for a distance of 208.48 feet to a point; thence run North 03 degrees 17 minutes 28 seconds West for a distance of 158.91 feet to a point on a curve to the right, having a central angle of 61 degrees 26 minutes 38 seconds, a radius of 275.00 feet, and a chord bearing of North 27 degrees 25 minutes 51 seconds East; thence run along the arc of said curve for a distance of 294.91 feet to a point; thence run North 58 degrees 09 minutes 10 seconds East for a distance of 250.84 feet to a point on a curve to the right, having a central angle of 52 degrees 16 minutes 31 seconds, a radius of 275.00 feet and a chord bearing of North 84 degrees 17 minutes 25 seconds East; thence run along the arc of said curve for a distance of 250.90 feet to a point; thence run South 69 degrees 34 minutes 19 seconds East for a distance of 53.20 feet to a point on a curve to the right, having a central angle of 55 degrees 33 minutes 19 seconds, a radius of 275.00 feet and a chord bearing of South 41 degrees 44 minutes 40 seconds East; thence run along the arc of said curve for a distance of 267.13 feet to a point; thence run North 65 degrees 08 minutes 37 seconds East for a distance of 307.19 feet to the end of said easement.

LESS AND EXCEPT THE FOLLOWING:

A parcel of land situated in the Southwest quarter of Section 30, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest ¼ of said Section 30; thence South 89°21'51" West for a distance of 210.49 feet to an iron pin found at the Point of Beginning; thence continue South 89°21'51" West for a distance of 1095.28 feet to an iron pin found; thence North 05°38'53" West for a distance of 781.80 feet to an iron pin set; thence run North 89°31'45" East for a distance of 1086.26 feet to an iron pin set on the bank of a lake; thence continue North 89°31'45" East for a distance of 63.98 feet to a point; thence run South 00°58'54" West for a distance of 73.27 feet to a point; thence run South 01°53'36" East for a distance of 702.43 feet to the Point of Beginning.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALSO:

A 60 foot easement for ingress and egress and utilities situated in the Northeast  $\frac{1}{4}$  of Section 25, Township 20 South, Range 2 West, also the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 30, Township 20 South, Range 1 West, Shelby County, Alabama, lying 30 feet each side of the centerline, being more particularly described as follows:

Commence at the Northwest corner of Lot 11, Hidden Ridge Estates, 1<sup>st</sup> Sector, as recorded in Map Book 33, Page 65, in the Office of the Judge of Probate of Shelby County, Alabama; said point also being on the South right of way line of Hidden Ridge in said Hidden Ridge Estates, 1<sup>st</sup> Sector; thence run an assumed bearing North  $89^{\circ}34'02''$  East along the North line of said Lot 11 and also along the South line of said Hidden Ridge for a distance of 206.77 feet to a point at the Northeast corner of said Lot 11; thence run North  $00^{\circ}25'58''$  West for a distance of 30.00 feet to the point of beginning; thence run North  $89^{\circ}34'02''$  East for a distance of 599.97 feet to a point on a curve to the right, having a central angle of  $43^{\circ}48'38''$ , a radius of 350.00 feet, and a chord bearing of South  $68^{\circ}31'39''$  East; thence run along the arc of said curve for a distance of 267.62 feet to a point; thence run South  $46^{\circ}37'20''$  East for a distance of 208.26 feet to a point on a curve to the left, having a central angle of  $42^{\circ}56'33''$ , a radius of 175.00 feet and a chord bearing South  $68^{\circ}05'37''$  East; thence run along the arc of said curve for a distance of 131.165 feet to a point; thence run South  $89^{\circ}33'54''$  East for a distance of 69.30 feet to a point on a curve to the right, having a central angle of  $42^{\circ}55'29''$ , a radius of 200.00 feet and a chord bearing of South  $68^{\circ}06'09''$  East; thence run along the arc of said curve for a distance of 149.84 feet to a point; thence run South  $46^{\circ}38'25''$  East for a distance of 550.00 feet to a point; thence run South  $21^{\circ}48'05''$  East for a distance of 240.90 feet to the end of said Easement.


All Being Situated in Shelby County, Alabama.



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EXHIBIT "B"  
FINANCING STATEMENT (UCC-1)

  
20131210000475570 9/11 \$49.00  
Shelby Cnty Judge of Probate, AL  
12/10/2013 08:23:23 AM FILED/CERT

DEBTOR: Spratlin Holdings, L.L.C.

MORTGAGOR: William F. Spratlin, Jenny Y. Spratlin and Rock Bridge Lodge, LLC, an Alabama limited liability company

SECURED PARTY/MORTGAGEE: ServisFirst Bank

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The following (hereinafter "Mortgaged Property"):

- a. The Land situated in Shelby County, Alabama and in Coosa 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;



EXHIBIT "B"  
FINANCING STATEMENT (UCC-1)

- 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



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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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