

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

(205 871 1440)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jeff W. Parmer
Law Offices of Jeff W. Parmer, LLC
850 Shades Creek Parkway, Suite 210
Birmingham, Alabama 35209

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

High Times Adventure Real Estate Co., L.L.C.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

P.O. Box 190279

CITY

Birmingham

STATE

AL

POSTAL CODE

35219

COUNTRY

USA

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

limited liability company

1f. JURISDICTION OF ORGANIZATION

Alabama

1g. ORGANIZATIONAL ID #, if any

☐ NONE2. 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

Carr

Larry

2c. MAILING ADDRESS

P.O. Box 190279

CITY

Birmingham

STATE

AL

POSTAL CODE

35219

COUNTRY

USA

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE3. 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

850 Shades Creek Parkway, Suite 200

CITY

Birmingham

STATE

AL

POSTAL CODE

35209

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All of the fixtures, equipment, furniture, furnishings, and person property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof, and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described as

See Attached Exhibit "A"

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT BEING FILED SIMULTANEOUSLY HERewith, ON WHICH THE APPROPRIATE MORTGAGE TAX IS BEING PAID.

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 (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						

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

- (a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described as See Attached Exhibit "A" (the "Land"); and
- (b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and
- (c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and
- (d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and
- (e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

Exhibit A
Legal Description

Page 2 of 2

From a railroad rail accepted as the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 20 South, Range 1 West, run thence (TRUE) South 88°26'23" West along the accepted North boundary of said Northeast 1/4 of the Southeast 1/4 for a distance of 96.10 feet to the point of beginning of the centerline of a 30 foot non-exclusive easement for ingress and egress, said point being on a curve concave right, having a delta angle of 14°40'13" and tangents of 74.95 feet; thence run South 75°30'50" East for a chord distance of 62.36 feet to a point at the P.T.; thence run South 72°04'50" East along said easement centerline for a distance of 66.69 feet to a point at the P.C. of a curve concave left, having a delta angle of 15°54'19" and tangents of 100.00 feet; thence run South 80°01'59" East for a chord distance of 198.08 feet to a point at the P.T.; thence run South 87°59'09" East along said easement centerline for a distance of 93.36 feet to a point at the P.C. of a curve concave right, having a delta angle of 08°01'47" and tangents of 50.00 feet; thence run South 83°58'15" East for a chord distance of 99.75 feet to a point at the P.T.; thence run South 79°57'22" East along said easement centerline for a distance of 123.41 feet to a point at the P.C. of a curve concave left, having a delta angle of 31°04'42" and tangents of 75.00 feet; thence run North 84°30'17" East for a chord distance of 144.52 feet to a point at the P.C. of a curve concave left, having a delta angle of 13°53'11" and tangents of 175.80 feet; thence run North 62°01'21" East for a chord distance of 349.03 feet to a point at the P.T.; thence run North 55°04'45" East along said easement centerline for a distance of 108.98 feet to a point at the P.C. of a curve concave right, having a delta angle of 25°11'52" and tangents of 100.00 feet; thence run North 67°40'41" East for a chord distance of 195.18 feet to a point at the P.T.; thence run North 80°16'37" East along said easement centerline for a distance of 55.36 feet to a point of termination on an accepted segment of the East boundary of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 1 West.

COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

(205 871 1440)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jeff W. Parmer
Law Offices of Jeff W. Parmer, LLC
850 Shades Creek Parkway, Suite 210
Birmingham, Alabama 35209

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

High Times Adventure Real Estate Co., L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

P.O. Box 190279

CITY

Birmingham

STATE

AL

POSTAL CODE

35219

COUNTRY

USA

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

limited liability company

1f. JURISDICTION OF ORGANIZATION

Alabama

1g. ORGANIZATIONAL ID #, if any

☐ NONE2. 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

Carr

Larry

2c. MAILING ADDRESS

P.O. Box 190279

CITY

Birmingham

STATE

AL

POSTAL CODE

35219

COUNTRY

USA

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE3. 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

850 Shades Creek Parkway, Suite 200

CITY

Birmingham

STATE

AL

POSTAL CODE

35209

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All of the fixtures, equipment, furniture, furnishings, and person property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof, and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described as

See Attached Exhibit "A"

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT BEING FILED SIMULTANEOUSLY HERewith, ON WHICH THE APPROPRIATE MORTGAGE TAX IS BEING PAID.

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 (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA

SCHEDULE I

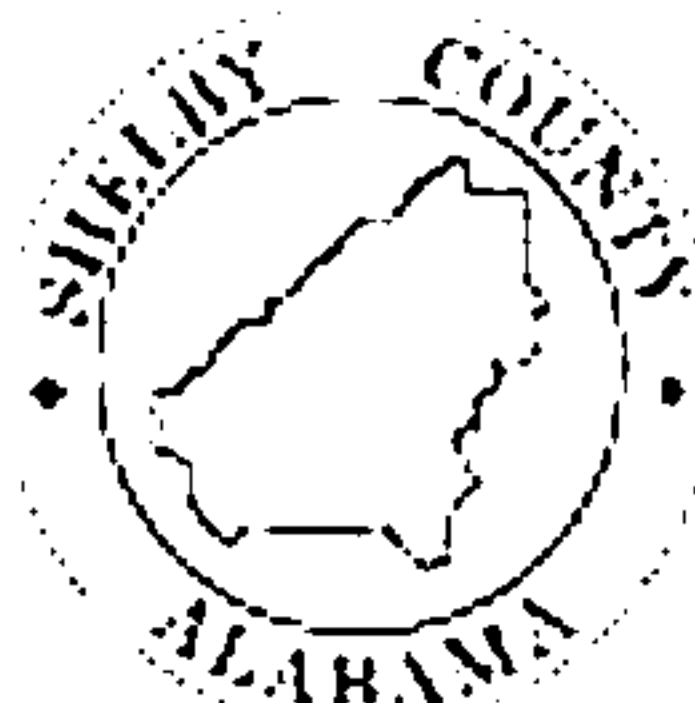
All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

- (a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described as See Attached Exhibit "A" (the "Land"); and
- (b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and
- (c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and
- (d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and
- (e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

Exhibit A
Legal Description

Page 2 of 2

From a railroad rail accepted as the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 20 South, Range 1 West, run thence (TRUE) South 88°26'23" West along the accepted North boundary of said Northeast 1/4 of the Southeast 1/4 for a distance of 96.10 feet to the point of beginning of the centerline of a 30 foot non-exclusive easement for ingress and egress, said point being on a curve concave right, having a delta angle of 14°40'13" and tangents of 74.95 feet; thence run South 75°30'50" East for a chord distance of 62.36 feet to a point at the P.T.; thence run South 72°04'50" East along said easement centerline for a distance of 66.69 feet to a point at the P.C. of a curve concave left, having a delta angle of 15°54'19" and tangents of 100.00 feet; thence run South 80°01'59" East for a chord distance of 198.08 feet to a point at the P.T.; thence run South 87°59'09" East along said easement centerline for a distance of 93.36 feet to a point at the P.C. of a curve concave right, having a delta angle of 08°01'47" and tangents of 50.00 feet; thence run South 83°58'15" East for a chord distance of 99.75 feet to a point at the P.T.; thence run South 79°57'22" East along said easement centerline for a distance of 123.41 feet to a point at the P.C. of a curve concave left, having a delta angle of 31°04'42" and tangents of 75.00 feet; thence run North 84°30'17" East for a chord distance of 144.52 feet to a point at the P.C. of a curve concave left, having a delta angle of 13°53'11" and tangents of 175.80 feet; thence run North 62°01'21" East for a chord distance of 349.03 feet to a point at the P.T.; thence run North 55°04'45" East along said easement centerline for a distance of 108.98 feet to a point at the P.C. of a curve concave right, having a delta angle of 25°11'52" and tangents of 100.00 feet; thence run North 67°40'41" East for a chord distance of 195.18 feet to a point at the P.T.; thence run North 80°16'37" East along said easement centerline for a distance of 55.36 feet to a point of termination on an accepted segment of the East boundary of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 1 West.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/20/2013 01:10:46 PM
\$39.00 CHARITY
20131220000487150

James W. Fuhrmeister