

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Lisa Parker (205) 250-8400

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Najjar Denaburg, P.C.
Attn: Lisa Parker
2125 Morris Ave.
Birmingham, AL 35203

20140407000099760 1/4 \$35.00
Shelby Cnty Judge of Probate, AL
04/07/2014 02:03:52 PM FILED/CERT

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
Cahaba Beach Properties, LLC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
3591 Cahaba Beach Road Birmingham AL 35242 USA

ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
limited liability co. Alabama ☒ 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
HeritageBank of the South

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2000 Southbridge Parkway, Suite 301 Birmingham AL 35209 USA

4. This FINANCING STATEMENT covers the following collateral:

See attached Schedule "I".

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"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Cahaba Beach Properties, LLC

Secured Party/Mortgagee: HeritageBank of the South

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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 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 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);

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 any time collected by it; and

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.

EXHIBIT "A" - LEGAL DESCRIPTION

A parcel of land situated in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of said $\frac{1}{4}$ $\frac{1}{4}$ section, said point also being the Northeast corner of Lot 1 of the survey of GTE Subdivision as recorded in Map Book 25, page 108, in the Probate Office of Shelby County, Alabama; thence run South along the East line of said $\frac{1}{4}$ $\frac{1}{4}$ section and along the East line of said Lot 1 for 60.00 feet to the Southeast corner of said Lot 1, said point being the point of beginning of the parcel herein described; thence continue along last stated course for 398.41 feet to a point on the North line of Lot 1 of the survey of the McGriff Alliance Survey as recorded in Map Book 27, page 65, in the Probate Office of Shelby County, Alabama; thence $90^{\circ}18'40''$ right and run Westerly along the North line of said Lot 1 for 210.17 feet measure 210.00 feet record to the Northwest corner of said Lot 1; thence $90^{\circ}25'39''$ measure, $90^{\circ}23'39''$ record, left and run Southerly along the West line of said Lot 1 for 210.07 feet measure 210.00 feet record to the Southwest corner of said Lot 1, and a point on the North line of Lot 1-A of the survey of a resubdivision of Lot 1, Brook Highland O & I, No. 1, as recorded in Map Book 26, page 80, in the Probate Office of Shelby County, Alabama; thence $89^{\circ}44'41''$ right and run Westerly along the North line of said Lot 1-A for 457.11 feet to the Northwest corner of said Lot 1-A; thence $90^{\circ}16'29''$ right and run Northerly for 283.65 feet; thence $48^{\circ}23'28''$ measure, $72^{\circ}55'00''$ deed left and run Northwesterly for 171.43 feet measure, 163.05 feet deed to a point on the Southerly right of way line of Cahaba Beach Road; said point being on a curve to the left; said curve subtending a central angle of $1^{\circ}08'47''$ and having a radius of 5205.21 feet; thence $82^{\circ}24'39''$ right to chord of said curve and run Northeast along arc of said curve and along said right of way for 104.15 feet; thence at tangent to said curve run Northeasterly along said right of way line for 228.84 feet to a point on the North line of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence $57^{\circ}04'33''$ right and run Easterly along the North line of said $\frac{1}{4}$ $\frac{1}{4}$ section for 491.78 feet to the Northwest corner of Lot 1 of the Survey of GTE Subdivision as recorded in Map Book 25, page 108, in the Probate Office of Shelby County, Alabama; thence $89^{\circ}34'28''$ right and run South along the West line of said Lot 1 for 60.00 feet to the Southwest corner of said lot 1; thence $90^{\circ}25'32''$ left and run Easterly along the South line of said Lot 1 for 120.00 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

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