

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
James E. Vann (205) 930-5484

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**James E. Vann
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205**

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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
J&W Shelby County, LLC

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
110 Scotch Drive, Suite 101 Birmingham AL 35242 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
LLC 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

2d. SEE INSTRUCTIONS 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
First Partners Bank

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2121 Highland Avenue Birmingham AL 35205 USA

4. This FINANCING STATEMENT covers the following collateral:

All of the property and collateral and types of property and collateral described on Schedule 1 located on or relating to the real property described in Exhibit A attached hereto, whether now owned or existing or hereafter created or acquired.

Additional security for mortgage recorded at 20140423000120010

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
54411-46

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

J&W Shelby County, LLC

OR

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 name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

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)

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 Schedule 1 attached hereto and incorporated herein by reference

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
☐ Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

Schedule 1 to UCC Financing Statement

(a) All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements (except household goods of the Debtor not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

(c) All accounts (as presently or hereafter defined in the Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land, Improvements, and other Mortgaged Property, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all franchise agreements, construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land, Improvements and other Mortgaged Property;

(d) 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, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, 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 Debtor of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Land, Improvements, and other Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as there is no default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements, or other 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 Land, Improvements, or other Mortgaged Property, or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf of and in the name of Debtor

to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' 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.

(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(f) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs(a), (b), (c) (d) or (e) above.



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Exhibit A

Land

Parcel I

A parcel of land located in the Southwest quarter of Section 31, Township 19 South, Range 2 West, more particularly described as follows:

Commence at the Southeast corner of the Southwest quarter of Section 31, Township 19 South, Range 2 West, thence run North along the quarter line 506.79 feet; thence left 121 degrees, 25 minutes, 36 seconds, 1,325.96 feet; thence right 129 degrees, 39 minutes, 13 seconds, 359.51 feet to the point of beginning; thence left 90 degrees, 00 minutes, 00 seconds, 136.86 feet, thence right, 90 degrees, 00 minutes, 00 seconds, 119.00 feet; thence left 45 degrees, 00 minutes, 00 seconds, 10.10 feet; thence right 45 degrees, 00 minutes, 00 seconds, 196.03 feet to a point on a curve to the left along the new southerly right of way line of Alabama Highway No. 119, said curve having a radius of 1979.89 feet, a central angle of 4 degrees, 11 minutes, 30 seconds and a chord distance of 144.81 feet; thence turn an interior angle left to the chord of 96 degrees, 04 minutes, 43 seconds easterly and run along the arc of the curve 144.84 feet, being along the new southerly right of way of Alabama Highway No. 119; thence turn an interior angle left from the curve chord of 83 degrees, 55 minutes, 19 seconds southerly 337.51 feet to the point of beginning.

Less and Except that portion of subject property dedicated as a public road by instrument recorded in Inst. No. 1996-22947.

Together with the following easements:

A: UTILITY EASEMENT: A non-exclusive, perpetual easement, running with the land, for underground utilities and the maintenance thereof on and under that portion of the property described on Exhibit C to the deed recorded in Inst. No. 1999-21741 and Inst. No. 1999-21742 and incorporated by reference herein.

B: PARKING EASEMENT: A non-exclusive easement, running with land, for the parking of vehicles on that portion of the property conveyed to Cahaba Valley Station, LLC, in Inst. No. 1998-38719, as corrected in Inst. NO. 1999-07606, which Property is west of the ingress & egress easement as described on Exhibit D, deed recorded in Inst. No. 1999-21741 and Inst. No. 1999-21742.

C: DUMPSTER EASEMENT: An exclusive, perpetual easement, running with the land for a garbage dumpster on that portion of the property as described on Exhibit E, to the deed recorded in Inst. No. 1999-21741 and Inst. No. 1999-21742.

D: ACCESS EASEMENT: A non-exclusive, perpetual easement, running with the land for vehicular and pedestrian ingress & egress and for underground utilities over, across



and under that portion of the property conveyed to Cahaba Valley Station, LLC in Inst. NO. 1998-38719, as corrected in Inst. NO. 1999-07606, described on Exhibit D, to the deed recorded in Inst. No. 1999-21741 and Inst. No. 1999-21742.

E: Rights set forth in the road dedication recorded in Inst. NO. 1996-22947.

F: Ingress and Egress and other Rights (but not obligations) with respect to the "Frontage Road" as set out in Inst. NO. 1998-38719 as amended by Inst. No. 1999-07606; Probate Office of Shelby County, Alabama.


G: Rights in Driveway Easement set out in Exhibit B, Sign and Utility Easement set out in Exhibit C and Utility Easement set out in Exhibit D, all attached to deed recorded in Inst. No. 1996-24720, Probate Office of Shelby County, Alabama.

H: Rights contained in document recorded in Inst. NO. 1995-26512, Probate Office of Shelby County, Alabama.

Parcel II

A parcel of land situated in the Southeast one-quarter of the Southeast one-quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of said quarter-quarter Section; thence run West along the South line for a distance of 100.60 feet; thence leaving said South line, turn a deflection angle of 90 degrees 39 minutes 09 seconds to the right and run in a Northerly direction for a distance of 803.46 feet to the POINT OF BEGINNING; thence turn a deflection angle of 90 degrees 53 minutes 48 seconds to the left and run in a Westerly direction for a distance of 98.91 feet; thence turn an interior angle of 89 degrees 06 minutes 12 seconds to the left and run in a Northerly direction for a distance of 340.07 feet to a point on the Southernmost right of way line of Old U.S. Highway 280 (right of way varies); thence turn an interior angle of 74 degrees 40 minutes 00 seconds to the left and run in a Southeasterly direction along said Southernmost right of way for a distance of 102.55 feet; thence leaving said Southernmost right of way, turn an interior angle of 105 degrees 20 minutes 00 seconds to the left and run in a Southerly direction for a distance of 311.40 feet to the POINT OF BEGINNING.


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