

[REDACTED]

[REDACTED]

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[REDACTED]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] <b>James E. Vann (205) 930-5484</b>	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div><b>James E. Vann</b> <b>Sirote &amp; Permutt, P.C.</b> <b>2311 Highland Avenue South</b> <b>Birmingham, Alabama 35205</b></div>	



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1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names						
1a. ORGANIZATION'S NAME <b>River Bend Development, LLC</b>						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>120 Bishop Circle</b>			CITY <b>Pelham</b>	STATE <b>AL</b>	POSTAL CODE <b>35124</b>	COUNTRY <b>USA</b>
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>LLC</b>	1f. JURISDICTION OF ORGANIZATION <b>Alabama</b>	1g. ORGANIZATIONAL ID #, if any		<input checked="" type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)						
3a. ORGANIZATION'S NAME <b>First Partners Bank</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS <b>2121 Highland Avenue</b>			CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35205</b>	COUNTRY <b>USA</b>

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 \_\_\_\_\_ / \_\_\_\_\_

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 [if applicable]	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 <b>54411-45</b>						

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 <b>River Bend Development, LLC</b>		
	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

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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 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



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 (including, without limitation, property and collateral described in the Financing Statements executed, authorized or approved in connection herewith which are incorporated herein by reference as if set forth fully and at length) now or hereafter owned by the Borrower 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 Borrower 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 Borrower, 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 Borrower 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 Borrower, 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 Borrower 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

A parcel of land situated in Section 30, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a rebar capped SSI at the NE corner of Lot 1862 of Old Cahaba V Second Addition as recorded in Map Book 36 Page 105 A & B in the Office of the Judge of Probate in Shelby County, Alabama; thence S 44°07'43" W along the northwestern line of Lots 1862 and 1861 a distance of 168.14 feet to the SW corner of Lot 1861; thence S 50°58'32" E along the southwestern line of Lot 1861 a distance of 59.80 feet to the NE corner of Pump Lot; thence S 33°07'16" W along the northwestern line of Pump Lot a distance of 66.17 feet to the NW corner of Pump Lot; thence S 59°06'10" E along the southwestern line of Pump Lot a distance of 61.86 feet to the Southernmost corner of a Pump Lot and a point on the northwestern right-of-way of Old Cahaba Parkway, said point also being the POINT OF BEGINNING; thence S 27°13'23" W along the proposed right-of-way of Old Cahaba Parkway a distance of 76.03 feet to the Easternmost corner of proposed Lot 2001; thence N 62°46'56" W along the northeastern line of proposed Lot 2001 and leaving said right-of-way a distance of 110.00 feet to the Northernmost corner of proposed Lot 2001; thence S 27°03'42" W along the northwestern line of proposed Lot 2001 a distance of 82.38 feet to the Northernmost corner of proposed 2002; thence S 21°32'28" W along the northwestern line of proposed Lot 2002 a distance of 92.84 feet to the Northernmost corner of proposed Lot 2003; thence S 13°13'20" W along the western line of proposed Lot 2003 a distance of 92.84 feet to the NW corner of proposed Lot 2004; thence S 04°54'12" W along the western line of proposed Lot 2004 a distance of 92.84 feet to the NW corner of proposed Lot 2005; thence S 0°20'01" W along the western line of proposed Lot 2005 a distance of 80.66 feet to the NW corner of Proposed Lot 2006; thence S 0°19'16" W along the western line of proposed Lot 2006 a distance of 80.00 feet to the SW corner of Proposed Lot 2006; thence S 89°40'44" E along the southern line of Proposed Lot 2006 a distance of 110.00 feet to the SE corner of Proposed Lot 2006 and a point on the western right-of-way of Proposed Old Cahaba Parkway; thence S 00°19'16" W along said right-of-way a distance of 80.00 feet to the NE corner of proposed Lot 2008; thence N 89°40'44" W along the northern line of proposed Lot 2008 and leaving said proposed right-of-way a distance of 110.00 feet to the NW corner of proposed Lot 2008; thence S 00°19'16" W along the western line of proposed Lot 2008 through Lot 2014 a distance of 560.00 feet to the NW corner of proposed Lot 2015; thence S 04°57'34" W along the western line of proposed Lot 2015 a distance of 79.20 feet to the NW corner of proposed Lot 2016; thence S 19°20'56" W along the western line of proposed Lot 2016 a distance of 79.44 feet to the Northernmost corner of Lot 2017; thence S 34°04'17" W along the northwestern line of proposed Lot 2017 a distance of 79.44 feet to the Westernmost corner of proposed Lot 2017; thence S 48°34'03" E along the southwestern line of proposed Lot 2017 a distance of 170.00 feet to a point on the southeastern right-of-way of proposed Old Cahaba Parkway also being a point on a curve to the left having a central angle of 05°27'03" and a radius of 480.00 feet, said curve subtended by a chord bearing N 38°42'26" E and a chord distance of 45.65 feet; thence along the arc of said curve and along said proposed right-of-way a distance of 45.67 feet to the Westernmost corner of proposed Lot 2251; thence S 51°01'59" E along the southwestern line of proposed Lot 2251 and leaving said proposed Right-of-way a distance of 110.00 feet to the Southernmost corner of proposed Lot 2251; thence N 31°49'15" E along the southeastern line of proposed Lot 2251 a distance of 98.48 feet to the Easternmost corner of proposed Lot 2252; thence N 22°27'11" E along the eastern line of proposed Lot 2252 a distance of 92.78 feet to the SE corner of proposed Lot 2253; thence N 13°26'02" E along the eastern line of proposed Lot 2253 a distance of 92.78 feet to the SE corner of proposed Lot 2254; thence N 04°24'11" E along the eastern line of proposed Lot 2254 a distance of 93.26 feet to the SE corner of proposed Lot 2255; thence N 00°19'16" E along the eastern line of proposed Lot 2255 through Lot 2264 a distance of 800.00 feet to the SE corner of proposed Lot 2265; thence N 05°53'40" E along the eastern line of proposed Lot 2265 a distance of 84.05 feet to the NE corner of proposed Lot 2265; thence N 77°27'15"

W along the northeastern line of proposed Lot 2265 a distance of 110.00 feet to the eastern right-of-way of proposed Old Cahaba Parkway, said point also being a point on a curve to the right having a central angle of  $14^{\circ}40'19''$  and a radius of 470.00 feet, said curve subtended by a chord bearing N  $19^{\circ}52'54''$  E and a chord distance of 120.03 feet; thence along the arc of said curve and along said proposed right-of-way a distance of 120.35 feet to a point of tangent; thence N  $27^{\circ}13'04''$  E along said proposed right-of-way a distance of 142.38 feet to the southeastern right-of-way of Old Cahaba Parkway; thence N  $63^{\circ}39'25''$  W along said right-of-way for a distance of 60.00 feet to the POINT OF BEGINNING; Said parcel of land contains 8.57 acres, more or less.

