

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Edwin A. Tate, Esq.	
B. E-MAIL CONTACT AT FILER (optional) edtate@sktblaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name)	AFTER RECORDING RETURN TO:
Seacrest, Karesh, Tate & Bicl 56 Perimeter Center East Suite 450 Atlanta, Georgia 30346	METROPOLITAN TITLE AGENCY, INC. 1820 The Exchange, Suite 550 Atlanta, Georgia 30339 Phone: 770-933-0073 FAX: 770-933-0233

20140806000243690 1/3 \$33.00
Shelby Cnty Judge of Probate, AL
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME 700 RIDGEVIEW, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2 Buckhead Plaza, 3050 Peachtree Road, Suite 400		CITY Atlanta	STATE GA	POSTAL CODE 30305
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Fidelity Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 3490 Piedmont Road, Suite 1550		CITY Atlanta	STATE GA	POSTAL CODE 30305
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibits "A" and "B" attached hereto and incorporated herein by reference.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: B685-D641	

EXHIBIT "A"

J. Christopher's ALTA
LEGAL DESCRIPTION – TRACT 2C

All that Parcel or Tract of land lying and being located in Land Lot 296 of the 13th Land District, Bibb County, Georgia, containing approximately (74,243 sq.ft.) or 1.704 acres and being more particularly described as follows:

COMMENCING at a ½" REBAR located at the northern end of a miter forming the northeast intersection of the right-of-way of Bass Road (r/w varies) and Starcadia Circle (60' r/w); THENCE along said miter, South 00 degrees 57 minutes 34 seconds East for a distance of 56.55 feet to a ½" rebar found; THENCE along the northeast right of way of Starcadia Circle (60' R/W), South 45 degrees 58 minutes 24 seconds East for a distance of 459.13 feet to a 1/2" rebar found, said rebar being the POINT OF BEGINNING; THENCE leaving said right of way, North 44 degrees 01 minutes 36 seconds East for a distance of 332.82 feet to a 1/2" rebar found; THENCE North 44 degrees 01 minutes 36 seconds East for a distance of 25 feet to a point located at the centerline of Beaverdam Creek; THENCE following along the creek tie line with the centerline of meandering Beaverdam Creek, being the property line, South 71 degrees 33 minutes 58 seconds East a distance of 44.03 feet to a point; THENCE South 83 degrees 21 minutes 19 seconds East a distance of 109.71 feet to a point; THENCE South 71 degrees 38 minutes 27 seconds East a distance of 58.11 feet to a point; THENCE leaving said creek centerline, South 44 degrees 01 minutes 36 seconds **West** for a distance of 35 feet to a 1/2" rebar found; THENCE South 44 degrees 01 minutes 36 seconds **West** for a distance of 435.34 feet to a 1/2" rebar found on the northeast right-of-way of Starcadia Circle; THENCE along a curve to the left having a radius of 255.00 feet and an arc length of 29.67 feet, being subtended by a chord bearing of North 42 degrees 38 minutes 24 seconds **West** for a distance of 29.65 to a ½" rebar found; THENCE North 45 degrees 58 minutes 24 seconds **West** a distance of 149.66 feet to a 1/2" rebar and the POINT OF BEGINNING.

Said tract or parcel of land described herein, is also shown as TRACT 2C on an ALTA/ACSM Land Title Survey by Stantec, dated July 9, 2007.

(c&p\07-19b)



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Exhibit "B"

All machinery, goods, apparatus, equipment, fittings, fixtures, including proceeds and replacements (presently located on real property located in Land Lot 296, 13th District, Bibb County, Georgia as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property")), whether actually or constructively attached to said properties and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under the Property or any part thereof and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines, pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators, escalators; shades, awnings; screens; storm doors and windows; stoves, walls, beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings in commercial, institutional and industrial buildings; together with all building materials and equipment now or hereafter delivered to the premises and intended to be installed therein; together with all additions thereto and replacements thereof (Debtor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Secured Party to confirm the conveyance, transfer and assignment of any of the foregoing);

Any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of property, improvements thereon and Equipment;

Any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the premises, to the extent of all amounts which may be secured by any Security Agreement or Deed to Secure Debt and Security Agreement held by Secured Party at the date of receipt of any such award or payment by Secured Party and of the reasonable attorney's fees, costs and disbursements incurred by Secured Party in connection with the collection of such award or payment;

All contracts and agreements between Debtor and others for the design, construction and inspection of the improvements now existing or hereafter built and erected on the Property and all permits and licenses for the construction, utilization and operation for such improvements, including without limitation all building permits, variances and special use permits, agreements with letters of assurance and availability from providers of utilities, curb cuts and other access permits, reports of soil exploration and testing, agreements with construction contractors, agreement with architects, and plans and specifications for such improvements;

All accounts receivable, chattel paper, general intangibles, papers, copyrights, research notes and data, testing results, inventory and any and all proceeds thereof which Debtor may now, or at any time in the future, have including all of the above now or hereafter located on the Property;

All rights of Debtor in and to all tradenames, trademarks, service marks, logos and goodwill now or hereafter used, reserved, or otherwise related to the Property; and

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

