

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Denna Sanders 205-521-8132</b>
B. E-MAIL CONTACT AT FILER (optional) <b>dsanders@babbc.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><b>David W. Stephenson</b> <b>Bradley Arant Boulton Cummings LLP</b> <b>1819 Fifth Avenue North</b> <b>Birmingham, AL 35203</b></div>

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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				
OR	1b. INDIVIDUAL'S SURNAME <b>LUMPKIN</b>	FIRST PERSONAL NAME <b>EDWIN</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>B.</b>	SUFFIX <b>JR.</b>
1c. MAILING ADDRESS <b>100 Metro Parkway</b>	CITY <b>Pelham</b>	STATE <b>AL</b>	POSTAL CODE <b>35124</b>	COUNTRY <b>USA</b>

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 <b>REGIONS BANK</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>1900 Fifth Avenue North</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35203</b>	COUNTRY <b>USA</b>

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

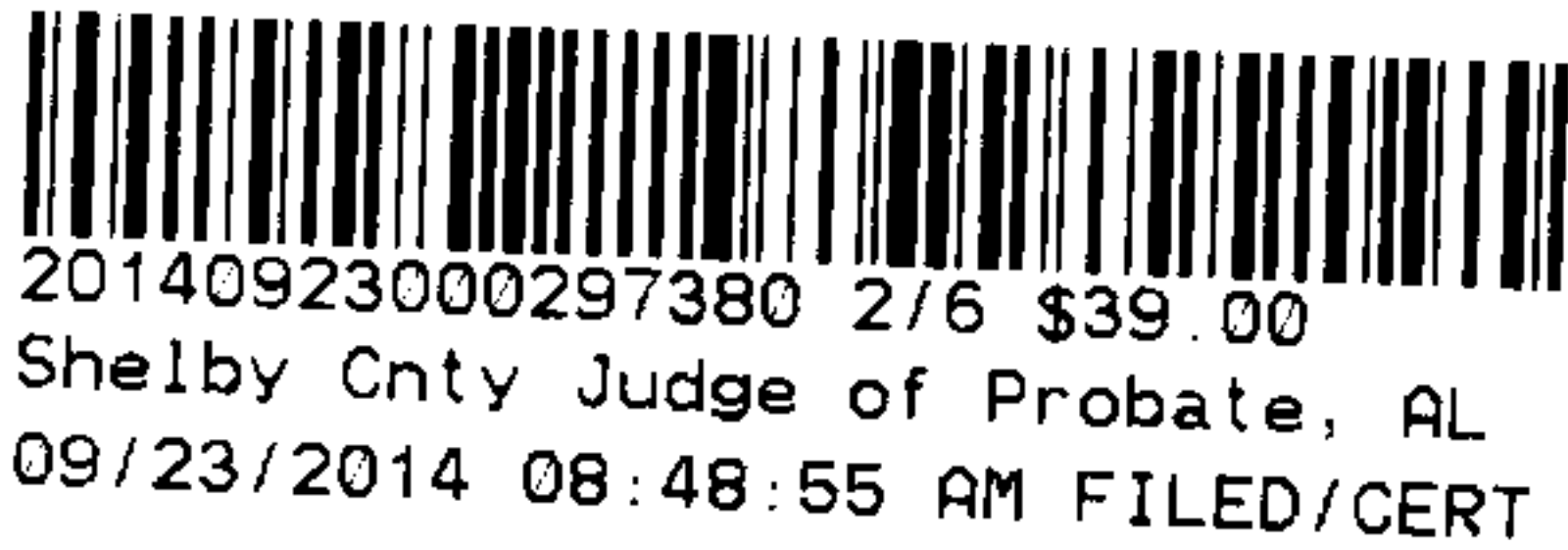
**See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.**

**Filed as additional security for Mortgage recorded of even date, on which tax has been paid.**

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: <b>0R0911-301155 filed with the Shelby County, AL JOP</b>	

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here [ ]
9a. ORGANIZATION'S NAME
OR
9b. INDIVIDUAL'S SURNAME
LUMPKIN
FIRST PERSONAL NAME
EDWIN
ADDITIONAL NAME(S)/INITIAL(S)
B. SUFFIX
JR.



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME
OR
10b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
10c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11. [ ] ADDITIONAL SECURED PARTY'S NAME or [ ] ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME
OR
11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)
14. This FINANCING STATEMENT: [ ] covers timber to be cut [ ] covers as-extracted collateral [X] is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):
16. Description of real estate:
See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:



**SCHEDULE I  
TO  
UCC FINANCING STATEMENT**

**BY AND BETWEEN EDWIN B. LUMPKIN, JR., AS DEBTOR AND  
REGIONS BANK, AS SECURED PARTY**

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (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 this Mortgage; and

(c) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by Debtor and attached to the Premises (other than fixtures); or placed on the Premises and used or useful in connection with, or in any way pertaining or relating to, the Premises or the use and occupancy thereof, though not attached to the Premises; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and

(d) All policies of hazard insurance now or hereafter in effect that insure the Premises, or any Improvements, or any other property conveyed or encumbered hereby, together with all right, title and interest of Debtor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and

(e) 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 this Mortgage; and

(f) 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

(g) All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to Debtor or any subsequent owner of the Premises, or the Improvements, or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Premises, or the Improvements, or any other such property; and

(h) (i) All general intangibles relating to the development or use of the Premises, the Improvements or any other property conveyed or encumbered hereby, or the management and operation of any business of Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (ii) the good will of any business conducted or operated on the Premises, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (iii) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Premises, the Improvements or any other property conveyed or encumbered by this Agreement, or used or useful in connection therewith, whether now or hereafter entered into; and

(i) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; and

(j) All proceeds of any of the foregoing.



## EXHIBIT A

### [Legal Description]

#### PARCEL I:

All that part of the North Half of the North Half of the Southeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, lying North of Shelby County Road No. 84 and lies in the Southeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama. Being more particularly described as follows:

Beginning at a 5/8" rebar set at the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West; thence run South 02 degrees 52 minutes 34 seconds East along the East line of said Southeast Quarter a distance of 54.66 feet, more or less, to a 5/8" rebar set where said East line intersects with the North right-of-way Shelby County Road No. 84; thence run South 80 degrees 23 minutes 37 seconds West along said North right-of-way a distance of 88.11 feet, more or less, to a 5/8" rebar set; thence follow an arc along a curve to the right (having a chord bearing and distance of North 89 degrees 48 minutes 51 seconds West and 405.56 feet, more or less, with a radius of 1225.00 feet, more or less) along said right-of-way a curve length of 407.43 feet, more or less, to a 5/8" rebar set; thence run North 80 degrees 17 minutes 10 seconds West along said right-of-way a distance of 404.64 feet, more or less, to a 5/8" rebar set on the North line of said Southeast Quarter; thence run North 89 degrees 33 minutes 32 seconds East along said North line a distance of 934.04 feet, more or less, to the point of beginning and lies in the Southeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama.

#### PARCEL II:

Beginning at a 5/8" rebar set at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West; thence run South 89 degrees 33 minutes 32 seconds West along the South line of said Northeast Quarter a distance of 934.04 feet to a 5/8" rebar set at the North right-of-way of County Road 84; thence along the arc of a curve to the left (having a chord bearing and distance of North 82 degrees 23 minutes 38 seconds West, and 210.86 feet with a radius of 1548.95 feet) along said right-of-way a curve length of 211.03 feet to a 5/8" rebar set at the intersection of said North right-of-way and the East right-of-way of L and N Railroad; thence run North 09 degrees 08 minutes 07 seconds West along said East right-of-way a distance of 170.00 feet to a 5/8" rebar set; thence run South 80 degrees 51 minutes 53 seconds West along said East right-of-way a distance of 25.00 feet to a 5/8" rebar set; thence run North 09 degrees 08 minutes 07 seconds West along said East right-of-way a distance of 1168.87 feet to a 5/8" rebar set at the intersection of said East right-of-way and the South right-of-way of Interstate 65; thence run South 54 degrees 10 minutes 44 seconds East along said South right-of-way a distance of 426.27 feet to a 5/8" rebar set; thence run South 85 degrees 08 minutes 34 seconds East along said South right-of-way a distance of 58.31 feet to a 5/8" rebar set; thence run South 54 degrees 10 minutes 44 seconds East along said South right-




of-way a distance of 1179.94 feet to a 5/8" rebar set at the intersection of said South right-of-way and the East line of the Southwest Quarter of said Section 4; thence run South 02 degrees 52 minutes 34 seconds East a distance of 394.15 feet to a 5/8" rebar set; which is the point of beginning and lying in the Northeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama.

**PARCEL III:**

Commence at a 5/8" rebar set at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West; thence run South 89 degrees 33 minutes 32 seconds West along the South line of said Northeast Quarter a distance of 934.04 feet to a 5/8" rebar set at the North right-of-way of County Road 84; thence along the arc of a curve to the left (having a chord bearing an distance of North 82 degrees 23 minutes 38 seconds West, and 210.86 feet with a radius of 1548.95 feet) along said right-of-way a curve length of 211.03 feet to a 5/8" rebar set at the intersection of said North right-of-way and East right-of-way of L and N Railroad; thence run North 09 degrees 08 minutes 07 seconds West along said East right-of-way a distance of 170.00 feet to a 5/8" rebar set; thence run South 80 degrees 51 minutes 53 seconds West along said East right-of-way a distance of 25.00 feet to a 5/8" rebar set; thence run North 09 degrees 08 minutes 07 seconds West a distance of 456.17 feet to a point at the intersection of said East right-of-way and the North line of the South Half of said Northeast Quarter; thence run South 89 degrees 33 minutes 32 seconds West a distance of 101.16 feet to a 5/8" rebar set at the West right-of-way of L and N Railroad, said point also being the point of beginning; thence continue South 89 degrees 33 minutes 32 seconds West a distance of 21.77 feet to a 5/8" rebar set at the Northwest corner of said South Half; thence run North 02 degrees 52 minutes 34 seconds West along the West line of said Northeast Quarter a distance of 197.43 feet to a 5/8" rebar set at the intersection of said West line and said West right-of-way of L and N Railroad; thence run South 09 degrees 08 minutes 07 seconds East along said West right-of-way a distance of 199.54 feet to a 5/8" rebar set; which is the point of beginning, and lying in the Northeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama.

Less and except any property in the Northwest Quarter of Section 4, Township 22 South, Range 2 West.

All being situated in Shelby County, Alabama.

  
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Shelby Cnty Judge of Probate, AL  
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