



20141117000362170 1/6 \$39.00
Shelby Cnty Judge of Probate, AL
11/17/2014 02:01:01 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) James E. Vann (205) 930-5484
B. E-MAIL CONTACT AT FILER (optional) jevann@sirote.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>James E. Vann Sirote & Permutt, P.C. 2311 Highland Ave. So. Birmingham, Alabama 35205</div>

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)

OR	1a. ORGANIZATION'S NAME Summer Classics Properties One, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 7000 Highway 25		CITY Montevallo	STATE AL	POSTAL CODE 35115
			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)

OR	2a. ORGANIZATION'S NAME			
	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)

OR	3a. ORGANIZATION'S NAME Oakworth Capital Bank			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2100A Southbridge Parkway, Suite 445		CITY Birmingham	STATE AL	POSTAL CODE 35209
			COUNTRY USA	

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

All of the property and collateral and types of property and collateral described on Schedule A 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 assumption agreement recorded at Instrument 20100503000134940.

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: 054037.00009	

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A. NAME & PHONE OF CONTACT AT FILER (optional) James E. Vann (205) 930-5484
B. E-MAIL CONTACT AT FILER (optional) jevann@sirote.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) James E. Vann Sirote & Permutt, P.C. 2311 Highland Ave. So. Birmingham, Alabama 35205

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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 Summer Classics Properties One, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 7000 Highway 25	CITY Montevallo	STATE AL	POSTAL CODE 35115	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 Oakworth Capital Bank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 2100A Southbridge Parkway, Suite 445	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

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

All of the property and collateral and types of property and collateral described on Schedule A 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 assumption agreement recorded at Instrument _____.

[Handwritten signature]

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

054037.00009

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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
Summer Classics Properties One, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

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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. ☒ 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 ☒ 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):
Summer Classics Properties One, LLC

16. Description of real estate:
See Exhibit A attached hereto and incorporated herein by reference.

17. MISCELLANEOUS:
054037.00009

Schedule A

(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 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 Debtor is not in 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.

EXHIBIT A

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Parcel I:

Description of the Northerly part of Lot 6-B, according to a resurvey of Ralph Tully Industrial Park, as recorded in Map Book 6, Page 89, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows: Begin at the most northerly corner of said Lot 6-B and run in an easterly direction along the Northerly line of Lot 6-B for a distance of 80 feet; thence turn an angle to the right of 54 degrees 26 minutes 50 seconds, and run in a southeasterly direction along the Northeasterly line of 6-B for a distance of 242.25 feet, thence turn an angle to the left of 1 degree, 52 minutes, 30 seconds and continue along the Northeasterly line of Lot 6-B in a Southeasterly direction for a distance of 50 feet; thence turn an angle to the right of 117 degrees, 21 minutes 07 seconds and run in a southwesterly direction for a distance of 69.85 feet; thence turn an angle to the right of 17 degrees, 35 minutes 53 seconds and run in a northwesterly direction along the common lot line between Lot 2-A and Lot 6-B of said survey for a distance of 154.85 feet; thence turn an angle to the right of 75 degrees 15 minutes 50 seconds and run in a northwesterly direction along the Westerly lot line of said Lot 6-B for a distance of 230.57 feet to the point of beginning.

Parcel II:

Lot 5-B, according to a resurvey of Ralph Tully Industrial Park, as recorded in Map Book 6, Page 89, in the Probate Office of Shelby County, Alabama, but not including the following portion of Lot 5-B: Commence at the Southeast corner of the Northeast One-Quarter of the Northeast One-Quarter of Section 23, Township 20 South, Range 3 West; run thence in a Westerly direction along the South line of said Quarter-Quarter Section for a distance of 812.44 feet; thence turn an angle to the right of 70 degrees, 22 minutes 42 seconds and run in a northwesterly direction along the Southwesterly right of way line of a public road for a distance of 462.84 feet; thence turn an angle to the left of 71 degrees, 57 minutes, 40 seconds, and run in a Westerly direction along the North line of Lot 5-B of a resurvey of Ralph Tully Industrial Park, as recorded in Map Book 6, page 89, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 34.64 feet to the point of beginning. From the point of beginning thus obtained, thence continue along last described course for a distance of 167.31 feet; thence turn an angle to the left of 110 degrees, 17 minutes, 20 seconds and run in a southeasterly direction for a distance of 43.59 feet; thence turn an angle to the left of 84 degrees, 45 minutes and run in a northeasterly direction for a distance of 157.59 feet to the point of beginning.

Parcel III:

Commence at the Southeast corner of the Northeast One-Quarter of the Northeast One-Quarter of Section 23, Township 20 South, Range 3 West; run thence in a Westerly direction along the South line of said Quarter-Quarter Section for a distance of 812.44 feet; thence turn an angle to the right of 70 degrees, 22 minutes, 42 seconds and run in a Northwesterly direction along the Southwesterly right of way line of a public road for a distance of 462.84 feet to the Northeast corner of Lot 5-B of a resurvey of Ralph Tully Industrial Park, as recorded in Map Book 6, page 89, in the Office of the Judge of Probate, Shelby County, Alabama, said point being the point of beginning. From the point of beginning thus obtained, thence continue along last described course for a distance of 9.0 feet; thence turn an angle to the left of 87°00' and run in a southwesterly direction for a distance of 32.98 feet to a point on the North line of said Lot 5-B; thence turn an angle to the left of 164°57' 40" and run in an Easterly direction along the North line of said Lot 5-B for a distance off 34.64 feet to the point of beginning.

Parcel IV:

Commence at the Southeast corner of the Northeast One-Quarter of the Northeast One-Quarter of Section 23, Township 20 South, Range 3 West; run thence in a westerly direction along the South line of said Quarter-Quarter Section for a distance of 812.44 feet; thence turn an angle to the right of 70°22'42" and run in a northwesterly direction along the Southwesterly right-of-way line of a public road for a distance of 462.84 feet; thence turn an angle to the left of 71°57'40" and run in a Westerly direction along the North line of Lot 5-B of a resurvey of Ralph Tully Industrial Park, as recorded in Map Book 6, Page 89, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 201.95 feet to the point of beginning. From the point of beginning thus obtained; thence turn an angle to the right of 69°42'40" and run in a northwesterly direction for a distance of 55.85 feet to a point on the Southeasterly right-of-way line of the Helena Highway; thence turn an angle to the left of 96°06'28" and run in a

southwesterly direction along the Southeasterly right-of-way line of the Helena Highway for a distance of 102.23 feet to the point of beginning of a curve to the right, said curve having a central angle of 1°24'40" and a radius of 649.66 feet; thence run along the arc of said curve to the right, continuing in a southwesterly direction along the Southeasterly right-of-way line of the Helena Highway for a distance of 16.0 feet to the Northwest corner of Lot 6-B of a resurvey of Ralph Tully Industrial Park, as recorded in Map Book 6, Page 89, in the Office of the Judge of Probate of Shelby County, Alabama; thence run in an easterly direction along the North line of Lot 6-B and Lot 5-B of said resurvey for a distance of 125.35 feet to the point of beginning.

Parcel V:

A part of the NE ¼ of the NE ¼ of Section 23, Township 20 South, Range 3 West, more particularly described as follows: Begin at the intersection of the North line of Lot 6-B, according to Resurvey of Ralph Tully Industrial Park, as recorded in Map Book 6, Page 89, in the Probate Office of Shelby County, Alabama, with the South right of way line of Pelham-Helena Highway and run in an Easterly direction along the North line of Map of Resurvey of Ralph Tully Industrial Park and Extension thereof, to the center of Buck Creek; thence in a Northerly direction along the meanderings of the center of Buck Creek to the South right of way line of Pelham-Helena Highway; thence run in a Southwesterly direction along the South right of way line of said Highway to the Point of Beginning; EXCEPTING that portion of above described property sold to Sharer, Door & Window, Inc., as recorded in Deed Book 311, Page 935, in the Probate Office of Shelby County, Alabama.

ALSO: A part of Lot 5-B, according to a Resurvey of Ralph Tully Industrial Park, as recorded in Map Book 6, Page 89, in the Probate Office of Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of the NE ¼ of NE ¼ of Section 23, Township 20 South, Range 3 West, and run thence in a Westerly direction along the South line of said ¼ - ¼ section for a distance of 812.44 feet; thence turn an angle to the right of 70 deg. 22' 42" and run in a Northwesterly direction along the Southwesterly right of way line of a public road for a distance of 462.84 feet; thence turn an angle to the left of 71 deg. 57' 40" and run in a Westerly direction along the North line of said Lot 5-B of a Resurvey of Ralph Tully Industrial Park as recorded in Map Book 6, Page 89, in the Probate Office of Shelby County, Alabama, for a distance of 34.64 feet to the point of beginning; from the point of beginning continue along last described course for a distance of 167.31 feet; thence turn an angle to the left of 110 deg. 17' 20" and run in a Southeasterly direction for a distance of 43.59 feet, thence turn an angle to the left of 84 deg. 45' and run in a Northeasterly direction for a distance of 157.59 feet to the point of beginning.

Situated in Shelby County, Alabama.



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