



20141218000397990 1/7 \$41.00
Shelby Cnty Judge of Probate, AL
12/18/2014 12:43:14 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Cheryl Ham (205) 879-5959
B. E-MAIL CONTACT AT FILER (optional) cham@cmwlaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Cheryl Ham CORLEY MONCUS, P.C. 728 Shades Creek Pkwy., Suite 100 Birmingham, AL 35209

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 SHELBY INVESTMENTS, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2464 Glasscott Point		CITY Hoover	STATE AL	POSTAL CODE 35226
			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 SERVISFIRST BANK			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 850 Shades Creek Parkway, Suite 200		CITY Birmingham	STATE AL	POSTAL CODE 35209
				COUNTRY USA

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

All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT BEING FILED SIMULTANEOUSLY HERewith, ON WHICH THE APPROPRIATE MORTGAGE TAX IS BEING 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:	



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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 ☐

OR	9a. ORGANIZATION'S NAME SHELBY INVESTMENTS, LLC	
	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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

OR	10a. ORGANIZATION'S NAME			
	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
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11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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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):

16. Description of real estate:

See attached Exhibit "A".

17. MISCELLANEOUS:



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SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All those certain tracts or parcels of land located in Shelby County and Bibb 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 Borrower 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 a Mortgage and Security Agreement being recorded simultaneously herewith (the "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 the Borrower 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 the Borrower 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 Borrower of, in and to the same, reserving only the right to Borrower to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the 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



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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 the Borrower 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) (1) 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 the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) 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 (3) 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]


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Parcel I:

Parcel I(a)

The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 21 South, Range 4 West, being situated in Shelby County, Alabama.

The N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 7, Township 21 South, Range 4 West, being situated in Shelby County, Alabama.

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 21 South, Range 5 West, being situated in Shelby County, Alabama.

Parcel I(b)

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, Township 21 South, Range 5 West, being situated in Shelby County, Alabama.

Parcel II

Part of Section 14, Township 21 South, Range 5 West, situated in Bibb County, Alabama as follows:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ except that portion of property known as Higginbotham Cemetery lying in the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying East of the centerline of Little Shades Creek; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying East of the centerline of Little Shades Creek; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying East of the centerline of Little Shades Creek; the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying northeast of the centerline of Little Shades Creek; the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, except that portion of property lying west of the centerline of Little Shades Creek; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, except that portion of property lying East of the centerline of Little Shades Creek; the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying North of the centerline of Little Shades Creek.

Part of Section 23, Township 21 South, Range 5 West, situated in Bibb County, Alabama as follows:

The North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying South of the centerline of Little Shades Creek; the Northwest diagonal $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, except that portion of property lying North of the centerline of Little Shades Creek; the Southeast diagonal $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, except that portion of property lying south of the centerline of Little Shades Creek; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying South of the centerline of Little Shades Creek; all that portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying North and East of the centerline of Little Shades Creek.

Part of Section 14, Township 21 South, Range 5 West, situated in Shelby County, Alabama as follows:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, except that portion in the Northwest corner which may be part of a cemetery.

Part of Section 13, Township 21 South, Range 5 West, situated in Shelby County, Alabama as follows:

The Northwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, except that portion of property lying West of Little Shades Creek.

Part of Section 24, Township 21 South, Range 5 West, situated in Shelby County, Alabama, as follows:

Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, except that portion lying northwest of Little Shades Creek;

Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying North and West of the following Tracts A and B:

Tract A

A survey line over and across part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Start at the purported Southwest corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence run in a Northerly direction along the West boundary of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ for a distance of 952.17 feet to the Point of Beginning; thence with a deflection angle of 56 degrees 42 minutes to the right, run in a Northeasterly direction for a distance of 246.98 feet to a point; thence with a deflection angle of 09 degrees 27 minutes to the right, continue in a Northeasterly direction for a distance of 101.78 feet to a point; thence with a deflection angle of 03 degrees 50 minutes to the left, continue in a Northeasterly direction for a distance of 237.67 feet to a point; thence with a deflection angle of 60 degrees 14 minutes to the left, run in a Northerly direction for a distance of 212.76 feet to a point; thence with a deflection angle of 07 degrees 36 minutes to the right, run in a Northeasterly direction for a distance of 261.25 feet to a point; thence with a deflection angle of 09 degrees 35 minutes to the right, continue in a Northeasterly direction for a distance of 84.67 feet to a point; thence with a deflection angle of 30 degrees 35 minutes to the right, continue in a Northeasterly direction for a distance of 173.44 feet to a point; thence with a deflection angle 23 degrees 06 minutes to the right, continue in a Northeasterly direction for a distance of 141.63 feet to a point; thence with a deflection angle of 13 degrees 24 minutes to the left, continue in a Northeasterly direction for a distance of 196.52 feet to a point; thence with a deflection angle of 52 degrees 49 minutes to the left, continue in a Northeasterly direction for a distance of 329.43 feet to a point; thence with a deflection angle of 05 degrees 16 minutes to the left, run in a Northerly direction for a distance of 441.57 feet to a point; thence with a deflection angle of 57 degrees 17 minutes to the right, run in a Northeasterly direction for a distance of 137.65 feet to the West right-of-way margin of Shelby county Road 251 (a 60 foot prescriptive right-of-way), also being the Point of Ending. Said Line being South and East of an existing woods road.

Tract B


Start at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 24; thence run in a Northerly direction along the West boundary of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ for a distance of 1380.47 feet to the Northwest corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence continue in a Northerly direction along a projection of said line for a distance of 1547.58 feet to a point; thence with a deflection angle of 90 degrees 00 minutes to the right, run in an Easterly direction for a distance of 1260.29 feet to a point lying on the East right-of-way margin of Shelby County Road 251 (a 60 foot prescriptive right-of-way), said point being the Point of Beginning; thence with a deflection angle of 52 degrees 33 minutes to the left, run in a Northeasterly direction for a distance of 135.69 feet to a point; thence with a deflection angle of 21 degrees 17 minutes to the right, continue in a Northeasterly direction

for a distance of 234.36 feet to a point; thence with a deflection angle of 12 degrees and 44 minutes to the right, continue in a Northeasterly direction for a distance of 474.07 feet to a point; thence with a deflection angle of 18 degrees 42 minutes to the right, run in an Easterly direction for a distance of 288.12 feet to a point; thence with a deflection angle of 06 degrees and 24 minutes to the right, run in a Southeasterly direction for a distance of 128.40 feet to a point; thence with a deflection angle of 16 degrees and 43 minutes to the left, run in a Northeasterly direction for a distance of 132.07 feet to a point; thence with a deflection angle of 12 degrees 45 minutes to the right, run in an Easterly direction for a distance of 214 feet more or less to the East boundary of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24, also being the Point of Ending. Said line being South and East of Red Rock Road.

Less and except any portion of property which may be included in that certain deed to Alabama Trust Fund for the State of Alabama (pursuant to Amendment 543 to the Alabama Constitution of 1901) as recorded in Instrument 20140523000158110 in the Office of the Judge of Probate of Shelby County Alabama.

Parcel III

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14, Township 21 South of Range 5 West, of the Huntsville Meridian, being situated in Bibb County, Alabama.



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