20150102000000340

35209

**USA** 

UCC FINANCING STATEMENT  FOLLOW INSTRUCTIONS (front and back) CAREFULLY  A. NAME & PHONE OF CONTACT AT FILER [optional] (205) 871 1440  B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Jeff W. Parmer Law Offices of Jeff W. Parmer, LLC 850 Shades Creek Parkway, Suite 210 Birmingham, Alabama 35209						01/02/2015 09:53:44 A UCC1 1/3			
					SPACE IS F	OR FILING OFFICE U	SEONLY		
1. OF	1a. ORGANIZATION'S N	AME G, LLC	IE - insert only <u>one</u> debtor name (1a	or 1b) - do not abbreviate or combine names					
	16. INDIVIDUAL'S LAST	NAME		FIRST NAME	MIDDLE	NAME	SUFFIX		
1c. MAILING ADDRESS				CITY	STATE	POSTAL CODE	COUNTRY		
2491 Pelham Parkway				Pelham	AL	35124	USA		
		ORGANIZATION	16. TYPE OF ORGANIZATION limited liability compa	11. JURISDICTION OF ORGANIZATION  ny Alabama	1g. ORG	SANIZATIONAL ID#, if any	NONE		
2. /	ADDITIONAL DEBTOR		. LEGAL NAME - insert only <u>one</u> (	debtor name (2a or 2b) - do not abbreviate or comb	oine names				
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX			
2c. MAILING ADDRES\$			CITY	STATE	POSTAL CODE	COUNTRY			
· <u>- · · · · · ·</u>	······································	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	! ANIZATIONAL ID #, if any			
3. 8	SECURED PARTY'S		TOTAL ASSIGNEE of ASSIGNOR	R S/P) - insert only <u>one</u> secured party name (3a or 3	3b)		NONE		
	3a. ORGANIZATION'S NA	ME	······································						
OR	ServisFirst Bank	- <del>-</del>	· · · · · · · · · · · · · · · · · · ·	} } = 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1					
	DD. HYDIVIDUAL'S LAST N	MM(VIC		FIRST NAME	MIDDLE	NAME	SUFFIX		
3c. MAILING ADDRESS			CITY	STATE IPOSTAL CODE		COUNTRY			

4. This FINANCING STATEMENT covers the following collateral:

850 Shades Creek Parkway, Suite 200

All of the fixtures, equipment, furniture, furnishings, and person 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 as

Birmingham

See Attached Exhibit "A"

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT BEIGN FILED SIMULTANEOUSLY HEREWITH, ON WHICH THE APPROPRIATE MORTAGE TAX IS BEING PAID.

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5. ALTERNATIVE DESIGNATION [if applicable]:	Box 1400 15	CONSIGNEE/CO	d		AG. LIEN	NON-UCC F	FILING
6. This FINANCING STATEMENT is to be filed ESTATE RECORDS. Attach Addendum			heck to REQUEST SEARCH ADDITIONAL FEET	I REPORT(S) on Deblor(s) [optional]	Alí Debtors	Debtor 1 De	ebtor 2
8. OPTIONAL FILER REFERENCE DATA							, , , , , , , , , , , , , , , , , , , ,

### 20150102000000340 01/02/2015 09:53:44 AM UCC1 2/3 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, Alabama, as more particularly described as See Attached Exhibit "A" (the "Land"); and
- All buildings, structures and improvements of every nature whatsoever now or (b) 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 a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and
- 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
- 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 the Mortgage; and
- (e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

## Exhibit A

# Legal Description

### Parcel I:

Part of the SW 1/4 of the NW 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From an existing 1 inch crimp iron pin being the locally accepted Southeast corner of said Southwest 1/4 of the Northwest 1/4 run in a Westerly direction along the South line of said 1/4 - 1/4 Section for a distance of 645.53 feet to an existing iron rebar set by Laurence D. Weygand and being the Point of Beginning; thence continue in a Westerly direction along last mentioned course for a distance of 192.46 feet to an existing 1 inch crimp iron pin being on the East right of way of U. S. Highway No. 31; thence turn an angle to the right of 115 degrees 17 minutes and run in a Northeasterly direction along the East right of way line of said U.S. Highway No. 31 for a distance of 280.84 feet to an existing iron rebar marking a point of intersection with the Southerly right of way line of Meadowview Lane right of way being curved and said curve being concaved in a Northerly direction having a central angle of 24 degrees 04 minutes 55 seconds and radius 261.0 feet; thence turn an angle to the right (78 degrees 14 minutes 11 seconds to the chord of said curve) and run in an Easterly direction along the South right of way line of said meadowview Lane for a distance of 109.70 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (80 degrees 40 minutes 07 seconds from the chord of last mentioned curve) and run in a Southerly direction 184.42 feet more or less to the point of beginning.

### Parcel II:

Part of the SW 1/4 of the NW 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From an existing 1 inch crimp iron pin being the locally accepted Southeast corner of said Southwest 1/4 of the Northwest 1/4 run in a Westerly direction along the South line of said 1/4 - 1/4 Section for a distance of539.49 feet to an existing 1 inch crimp iron pin and being the Point of Beginning; thence continue in a Westerly direction along the South line of 1/4 - 1/4 Section for a distance of 106.04 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 93 degrees 47 minutes 12 seconds and run in a Northerly direction for a distance of 184.42 feet to an existing iron rebar set by Laurence D. Weygand and being on the South right of way line of Meadowview Lane, said right of way being on a curve, said curve being concave in a Northerly direction and having a central angle of 12 degrees 1 minute 58 seconds and a radius of 261.0 feet; thence turn an angle to the right (81 degrees 16 minutes 26 seconds to the chord of said curve) and run in an Easterly and Northeasterly direction along the arc of said curve for a distance of 54.81 feet to an existing #3 iron rebar; thence turn an angle to the right (83 degrees 09 minutes 45 seconds from the chord of last mentioned curve) and run in a Southerly direction for a distance of 192.76 feet, more or less to the point of beginning.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/02/2015 09:53:44 AM
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