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03/24/2015 10:29:34 AM
UCC1 1/5

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

| |
|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Robert D. McLean, Esq. (813) 769-5600 |
| B. E-MAIL CONTACT AT FILER (optional) rmclean@rmslegal.com |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Robert D. McLean, Esq.</div> <div>Rocke, McLean & Sbar, P.A.</div> <div>2309 S. MacDill Avenue</div> <div>Tampa, Florida 33629</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)

| | | | | |
|---|--------------------------|---------------------|-------------------------------|-----------------------|
| 1a. ORGANIZATION'S NAME PELHAM INDUSTRIAL ENTERPRISES TEN, L.L.C. | | | | |
| OR | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS | CITY | | STATE | POSTAL CODE |
| 505 20th Street North, Suite 700 | Birmingham | | AL | 35203 |
| | | | | 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 GENWORTH LIFE AND ANNUITY INSURANCE COMPANY | | | | |
| OR | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS | CITY | | STATE | POSTAL CODE |
| Servicing Dept., 10851 Mastin Street, Ste 300 | Overland Park | | KS | 66210 |
| | | | | COUNTRY USA |

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

All of Debtor's present and future estate, rights, title, claim, interest and demand, either in law or in equity, of, in and to the property described on Exhibit "B" attached hereto, whether the same be now owned or hereafter acquired, as it relates to the real property (the "Realty") described on Exhibit "A" attached hereto. The Realty is owned by the Debtor. The Realty and the property described on Exhibit "B" are referred to herein collectively as the "Property."

This financing statement covers goods which are or are to become fixtures and is to be recorded in the REAL ESTATE RECORDS IN THE OFFICE OF THE SHELBY COUNTY, ALABAMA, CLERK OF COURT.

Loan No. 901000912.

| | |
|---|--|
| 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 <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing | |
| 6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor | |
| 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: 709300 | |

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

PELHAM INDUSTRIAL ENTERPRISES TEN, L.L.C.

OR

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

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):

16. Description of real estate:

See attached Exhibit A.

17. MISCELLANEOUS:

EXHIBIT "A"
TO
UCC FINANCING STATEMENT
LEGAL DESCRIPTION OF REALTY

Tract 4

Parcel I

Lot 8, of Cahaba Valley Business Park, Resurvey No. 5, as recorded in Map Book 28, Page 124 in the Judge of Probate Office of Shelby County, Alabama, situated in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Part of Block 3, of Cahaba Valley Park North as recorded in Map Book 13, Page 140 in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the NW 1/4 of the NE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama said 1/4 1/4 section corner being 1331.88 feet measured (1331.96 feet record) West of the Northeast corner of Section 31, Township 19 South, Range 2 West, said point being the Northeast corner of said Block 3 of Cahaba Valley Park North and the Northeast corner of the survey of the Alagasco site by Joseph A. Miller, Jr. dated March 2, 1995 and the Northwest corner of the survey of the Drivers Mart Site by Joseph A. Miller Jr. dated December 18, 1996; thence run West along the North line of said NW 1/4 of the NE 1/4 of said Section 31 and along the North line of said Block 3 and the North line of said Alagasco Site for 588.83 feet to a point on the East right of way line of Cahaba Valley Parkway North, said point being 60.08 feet East of the Northwest corner of said Block 3; thence 92 deg. 39 min. 22 sec. left and run Southerly along the east right of way line of said Cahaba Valley Parkway North and along the West property line of the Alagasco Site for 427.54 feet to the NW corner of Lot 5 of Cahaba Valley Business Park Resurvey No. 2, as recorded in Map Book 23, Page 42 in the Office of the Probate Judge of Shelby County, Alabama; thence continue Southerly along the last stated course and along the East right of way of said Cahaba Valley Parkway North and along the West line of said Lot 5 for 365.33 feet to the SW corner of said Lot 5 and the NW corner of Cahaba Valley Business Park Phase 6, thence continue Southerly along the last stated course and along the West line said Phase 6 of Cahaba Valley Business Park for 295.46 feet to the SW corner of said Phase 6, said point also being the NW corner of Phase 7 of Cahaba Valley Business Park; thence continue Southerly along the last stated course and along said right of way line and along the West line of said Phase 7, for 9.48 feet to the beginning of a curve to the left said curve subtending a central angle of 14 deg. 40 min. 52 sec. and having a radius of 1359.64 feet; thence run Southerly along the arc of said curve and along said right of way line and along the West line of said Phase 7 for 348.38 feet to the end of said curve and the SW corner of said Phase 7 and the point of beginning of the parcel herein described; thence from tangent of said curve turn 89 deg. 09 min. 26 sec. left and run Northeasterly along the South line of said Phase 7, for 30.55 feet to the beginning of a curve to the right said curve subtending a central angle of 07 deg. 51 min. 56 sec. and having a radius of 1070.97 feet; thence run Northeasterly along the arc of said curve and along the South line of said Phase 7 for 147.02 feet the end of said curve; thence at tangent to said curve run Northeasterly along the South line of said Phase 7, for 417.85 feet to a point on the Southwest line of said Drivers Mart Survey; thence 26 deg. 58 min. 00 sec. right and run Southeasterly along the Southwest line of said Drivers Mart survey for 135.90 feet; thence 20 deg. 33 min. 00 sec. right and run Southeasterly along the Southwest line of said Drivers Mart Survey for 174.53 feet; thence 08 deg. 30 min. 00 sec. right and run Southeasterly along the SW line of said Drivers Mart Survey for 37.46 feet to a point on the North line of the Shelby Medical Center Baptist Medical Centers Resurvey as recorded in Map Book 18, Page 27 in the Probate Office of Shelby County, Alabama; thence 105 deg. 32 min. 01 sec right and run Southwesterly along the North line of said resurvey for 766.37 feet to the NW corner of said resurvey, said point being on the East right of way line of Cahaba Valley Parkway; thence 96 deg. 45 min. 37 sec. right to become tangent to a curve to the left said curve subtending a central angle of 06 deg. 44 min. 26 sec. and having a radius of 199.44 feet; thence run Northwesterly along the arc of said curve and along said right of way line for 23.46 feet to the end of said curve; thence at tangent to said curve run Northwesterly along said right of way line for 214.33 feet to the beginning of a curve to the right said curve subtending a central angle of 09 deg. 41 min. 00 sec. and having a radius of 1359.64 feet; thence run Northwesterly along the arc of said curve and along right of way line for 229.75 feet to the end of said curve and the point of beginning.

Parcel D

Beneficial terms and conditions of the Grant of Easement by and between Pelham Industrial Enterprises Nine, LLC and Pelham Industrial Ten, LLC dated September 20, 2001 by Inst. #2001-41572 in Probate Office, as amended by Amendment to Grant of Easement, dated October 11, 2001, recorded as Inst. #2001-44285 in Probate Office.

Parcel E

Beneficial terms and conditions of the Drainage Easement by and between William E. Peek, Sr. and Jo Ann Peek, h/w, to and for the benefit of Pelham Industrial Enterprises Ten, L.L.C. dated June 8, 2005 by Inst. #20050610000285160 in Probate Office.

All being situated in Shelby County, Alabama.

EXHIBIT "B"
TO
UCC FINANCING STATEMENT

1. All rights to the land lying in alleys, streets and roads adjoining or abutting the Realty.
2. All buildings, improvements and tenements now or hereafter located on the Realty.
3. All fixtures and articles of property now or hereafter attached to, or used or adapted for use in the operation or maintenance of, the Realty and all buildings and improvements thereon (whether such items be leased, be owned absolutely or subject to any title retaining or security instrument, or be otherwise used or possessed), including without limitation all heating, cooling, air conditioning, ventilating, refrigerating, plumbing, generating, power/ lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric and communication fixtures, equipment and apparatus, all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters and furnaces, all ranges, stoves, disposers, refrigerators and other appliances, all escalators and elevators, all baths and sinks, all cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows and sash, all carpeting, underpadding, floor covering, paneling and draperies, all equipment, all furnishings of public spaces, halls and lobbies, and all shrubbery and plants; all of which items shall be deemed part of the real property and not severable wholly or in part without material injury to the freehold; provided, however, that personal property and trade fixtures owned or supplied by tenants of the Property with the right of removal at the termination of their tenancies shall not be included within the scope of this paragraph.
4. All easements, all access, air and development rights, all minerals and oil, gas and other hydrocarbon substances, all royalties, all water, water rights and water stock, and all other rights, hereditaments, privileges, permits, licenses, franchises and appurtenances now or hereafter belonging or in any way appertaining to the Realty.
5. All of the rents, revenues, issues, profits and income of the Property, and all present and future leases and other agreements for the occupancy or use of all or any part of the Realty, including, without limitation, licenses, all cash, letters of credit and other forms of security deposits, advance rentals and deposits or payments of similar nature, all fees or other consideration received by Debtor in connection with the termination or modification of any lease of all or any portion of the Property, and all guaranties of tenants' or occupants' performances under such leases and agreements, and all present and future management agreements or contracts regarding the Property.
6. All general intangibles relating to the development or use of the Property, including, without limitation, all permits, licenses and franchises, all names under or by which the Property may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, logos and goodwill in any way relating to the Property.
7. All present and future contracts and policies of insurance pertaining to the Property, and all monies and proceeds thereof, rights thereto and all unearned premiums returnable upon cancelation thereof.
8. All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Property, including any awards for damages sustained to the Property for a temporary taking, change in grade of streets or taking of access.
9. All water rights relating to the Property, including, without limitation, all certificated rights and all shares of water stock or other evidence of ownership of any part of the Property whether owned by Debtor alone or in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property.
10. All products and proceeds of all of the foregoing.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/24/2015 10:29:34 AM
\$37.00 CHERRY
20150324000092220

A handwritten signature in black ink, appearing to be "J. Fuhrmeister", is written over the bottom right of the text block.