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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Lisa Parker (205) 250-8400
B. E-MAIL CONTACT AT FILER (optional) lparker@najjar.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Najjar Denaburg, P.C. Attn: Lisa Parker 2125 Morris Ave. Birmingham, AL 35203

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 Southbrook Village, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 225 Cahaba Oaks Trail	CITY Indian Springs	STATE AL	POSTAL CODE 35124	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 BancorpSouth Bank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 2211 Highland Avenue South	CITY Birmingham	STATE AL	POSTAL CODE 35205	COUNTRY USA

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

See attached Schedule "I".

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"/> 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:				

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Southbrook Village, LLC

Secured Party/Mortgagee: BancorpSouth Bank

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The following (hereinafter "Mortgaged Property"):

a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;

b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;

c) 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, 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 Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the 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 Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's 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;

d) Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights;

e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

g) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

h) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

20150403000106350 04/03/2015 02:59:12 PM UCC1 4/6

SCHEDULE A (Continued)

File No.: **NCS-652266-42-CHI2**

Policy No.: **NCS-652266-42**

Parcel A:

All that tract or parcel of land situated, lying and being in Shelby County, and being more particularly described as follows:

Commencing at the intersection of Southwest corner of the North half of the Southwest quarter of the Northeast quarter of Section 2, Township 21 South, Range 3, West, Shelby County, Alabama with the Northern right of way line of 6th Avenue Southwest and running thence North 90 degrees 00 minutes 00 seconds East, for a distance of 500.56 feet to a point; thence run North 90 degrees 00 minutes 00 seconds East, for a distance of 290.15 feet to a point; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 342.22 feet to a point; thence run North 32 degrees 43 minutes 59 seconds East for a distance of 26.54 feet to a point; thence run North 32 degrees 44 minutes 05 seconds east for a distance of 281.22 feet to a point; thence run North 29 degrees 54 minutes 54 seconds East for a distance of 12.92 feet to a point, said point being the True Point of Beginning; thence run North 53 degrees 23 minutes 53 seconds West for a distance of 172.18 feet to a point; thence run North 38 degrees 33 minutes 50 seconds East for a distance of 140.00 feet to a point; thence run South 55 degrees 06 minutes 03 seconds East for a distance of 23.52 feet to a point; thence run South 51 degrees 26 minutes 10 seconds East for a distance of 126.60 feet to a point; thence run South 29 degrees 54 minutes 59 seconds West for a distance of 147.51 feet to a point and back to the true point of beginning.

Parcel B:

All that tract or parcel of land situated, lying and being in Shelby County, Alabama and being more particularly described as follows:

Commencing at the intersection of Southwest corner of the North half of the Southwest quarter of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama with the Northern right of way line of 6th Avenue Southwest and running thence North 90 degrees 00 minutes 00 seconds East for a distance of 500.56 feet to a point, said point being the true point of beginning; thence run North 01 degrees 15 minutes 30 seconds West for a distance of the Northeast quarter of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama with the Northern right of way line of 6th Avenue Southwest and running thence North 90 degrees 00 minutes 00 seconds East for a distance of 500.56 feet to a point, said point being the true point of beginning; thence run North 01 degrees 15 minutes 30 seconds West for a distance of 236.17 feet to a point; thence run North 51 degrees 28 minutes 00 seconds West for a distance of 36.46 feet to a point; thence run North 39 degrees 08 minutes 41 seconds East for a distance of 25.41 feet to a point; thence run South 51 degrees 22 minutes 50 seconds East for a distance of 272.86 feet to a point; thence run South 38 degrees 37 minutes 11 seconds West for a distance of 32.09 feet to a point; thence run South 51 degrees 25 minutes 42 seconds East for a distance of 133.38 feet to a point; thence run South 90 degrees 00 minutes 00 seconds West for a distance of 290.15 feet to a point and back to the true beginning.

Parcel D:

All that tract or parcel of land situated, lying and being in Shelby County, Alabama, and being more particularly described as follows:

Commencing at the intersection of the Southwest corner of the North half of the Southwest quarter of the Northeast quarter of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama with the Northern right of way line of 6th Avenue Southwest, and running thence North 90 degrees 00 minutes 00 seconds East for a distance of 500.56 feet to a point; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 290.15 feet to a point; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 342.22 feet to a point; thence run North 32 degrees 43 minutes 59

20150403000106350 04/03/2015 02:59:12 PM UCC1 5/6

seconds East for a distance of 26.54 feet to a point, said point being the true point of beginning; thence run North 51 degrees 25 minutes 31 seconds West for a distance of 868.78 feet to a point; thence run North 38 degrees 22 minutes 47 seconds East for a distance of 178.47 feet to a point; said point being the point of a curve to the right having a radius of 314.00 feet and an arc distance of 112.64 feet; thence run along said curve to the right a chord bearing of North 50 degrees 10 minutes 53 seconds East and a chord distance of 112.04 feet to a point; thence run North 58 degrees 39 minutes 59 seconds East for a distance of 31.80 feet to a point, said point being the point of a curve to the right having a radius of 122.00 feet and an arc distance of 105.63 feet; thence run along said curve to the right a chord bearing of North 83 degrees 28 minutes 14 seconds East and a chord distance of 102.36 feet to a point; thence run North 36 degrees 33 minutes 02 seconds East for a distance of 22.95 feet to a point; thence run South 53 degrees 26 minutes 58 seconds East for a distance of 90.27 feet; thence run South 54 degrees 53 minutes 16 seconds East for a distance of 185.79 feet to a point; thence run South 51 degrees 26 minutes 10 seconds East for a distance of 215.68 feet to a point; thence run South 55 degrees 05 minutes 59 seconds East for a distance of 70.52 feet to a point; thence run South 38 degrees 33 minutes 50 seconds West for a distance of 140.00 feet to a point; thence run South 51 degrees 26 minutes 10 seconds East for a distance of 172.18 feet to a point; thence run South 29 degrees 54 minutes 54 seconds West for a distance of 12.92 feet to a point; thence run South 32 degrees 44 minutes 05 seconds West for a distance of 281.22 feet to a point and back to the true beginning.

Non-Exclusive Dumpster Pad Easement

A Parcel of land situated in the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at the Southwest corner of the said North half of the Southwest quarter of the Northeast quarter and a point on the Northern right of way line of 6th Avenue Southwest; thence run in an Easterly direction along the south boundary of the said quarter-quarter line and said right of way line for a distance of 225.95 feet; thence leaving said right of way line turn an interior angle to the right of 110 degrees 54 minutes 58 seconds and run in a Northeasterly direction for a distance of 294.95 feet to the point of beginning; thence turn an interior angle to the left of 92 degrees 15 minutes 09 seconds and run in a Northeasterly direction for a distance of 87.51 feet; thence turn an interior angle to the left of 166 degrees 05 minutes 30 seconds and run in a Southeasterly direction for a distance of 41.89 feet; thence run an interior angle to the left of 83 degrees 25 minutes 38 seconds and run in a Southwesterly direction for a distance of 41.89 feet; thence turn an interior angle to the left of 83 degrees 25 minutes 38 seconds and run in a Southwesterly direction for a distance of 20.71 feet; thence turn an interior angle to the right of 49 degrees 57 minutes 17 seconds and run in an Easterly direction for a distance of 68.95 feet; thence turn an interior angle to the right of 92 degrees 00 minutes 48 seconds and run in a Northeasterly direction for a distance of 26.38 feet; thence turn an interior angle to the right of 127 degrees 25 minutes 14 seconds and run in a Northwesterly direction for a distance of 36.46 feet; thence turn an interior angle to the right of 90 degrees 36 minutes 41 seconds and run in a Southwesterly direction for a distance of 16.85 feet; thence turn an interior angle to the left of 96 degrees 34 minutes 22 seconds and run in a Northwesterly direction for a distance of 46.44 feet; thence turn an interior angle to the right 169 degrees 06 minutes 38 seconds and run in a Northwesterly direction for a distance of 94.78 feet; thence turn an interior angle to the right of 110 degrees 09 minutes 48 seconds and run in a Southwesterly direction for a distance of 32.49 feet; thence turn an interior angle to the right of 73 degrees 05 minutes 36 seconds and run in a Southeasterly direction for a distance of 14.94 feet to the point of beginning.

Non-Exclusive Ingress/Egress Easement

A parcel of land situated in the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said North half of the Southwest quarter of the Northeast quarter and a point on the Northern right of way line of 6th Avenue Southwest; thence run in an Easterly direction along the South boundary of the said quarter-quarter line and said right of way line for a distance of 113.71 feet to the point of beginning; thence leaving said right of way line turn an interior angle to the right of 129 degrees 52 minutes 07 seconds and run in a Northeasterly direction for a distance of 12.41 feet; thence turn an interior angle to the right of 161 degrees 07 minutes 24 seconds and run in a Northeasterly direction for a distance of 199.71 feet; thence turn an interior angle to the right of 170 degrees 02 minutes 19 seconds and run in a Northeasterly direction for a distance of 48.82

20150403000106350 04/03/2015 02:59:12 PM UCC1 6/6

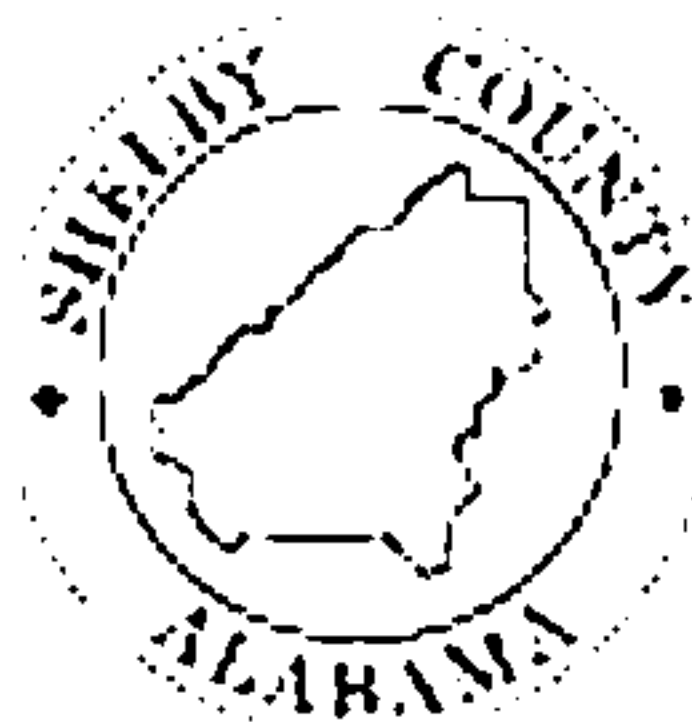
feet; thence turn an interior angle to the left of 13 degrees 55 minutes 59 seconds and run in a Southwesterly direction for a distance of 43.80 feet; thence turn an interior angle to the right of 107 degrees 16 minutes 14 seconds and run in a Southeasterly for a distance of 20.53 feet; thence turn an interior angle to the left of 82 degrees 28 minutes 59 seconds and run in Southwesterly direction for a distance of 211.68 feet; thence turn an interior angle to the right of 167 degrees 80 minutes 25 seconds and run in a Southwesterly direction for a distance of 140.04 feet; thence turn an interior angle to the right of 136 degrees 26 minutes 33 seconds and run in a Southeasterly direction for a distance of 43.62 feet to a point on the Northern right of way line of 6th Avenue Southwest; thence turn an interior angle to the left of 167 degrees 15 minutes 08 seconds and run in a westerly direction along said right of way line for a distance of 65.54 feet to the point of beginning.

Non-Exclusive 20 Foot Utility Easement

A parcel of land situated in the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the said North half of the Southwest quarter of the Northeast quarter and a point on the Northern right of way line of 6th Avenue Southwest; thence run in a Easterly direction along the South boundary of the said quarter-quarter line and said right of way line for a distance of 225.95 feet; thence leaving said right of way line turn an interior angle to the right of 110 degrees 54 minutes 58 seconds and run in a Northeasterly direction for a distance of 621.38 feet; thence turn a deflection angle to the right of 107 degrees 39 minutes 26 seconds and run in a Southeasterly direction for a distance of 86.63 feet to the point of beginning of a centerline of a 20 foot easement described as follows: thence turn an interior angle to the right of 88 degrees 58 minutes 22 seconds and run in a Northeasterly direction for a distance of 137.28 feet; thence turn an interior angle to the left of 179 degrees 41 minutes 48 seconds and run in a Northeasterly direction for a distance of 156.61 feet; thence turn an angle to the left of 136 degrees 40 minutes 26 seconds and run in a Northerly direction for a distance of 124.01 feet to the end of the easement described herein.

And also the beneficial easements setforth in instrument recorded in Misc. Book 52, Page 692; First Amendment thereto recorded in Real Volume 35, Page 822; and Seconds Amendment thereto recorded in Real Volume 106, Page 700, in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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\$39.00 CHERRY
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A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text.