

5/ ... UCC7

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

37.00



20150408000348720 1/5
Bk: LR201561 Pg:16766
Jefferson County, Alabama
I certify this instrument filed on:
04/08/2015 10:09:43 AM UCC 7
Judge of Probate- Alan L. King

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) <div style="border: 1px solid black; padding: 5px; margin: 5px;">Najjar Denaburg, P.C. Attn: Lisa Parker 2125 Morris Ave. Birmingham, AL 35203</div>



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Shelby Cnty Judge of Probate, AL
04/20/2015 02:41:38 PM FILED/CERT

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 Understand This, Inc.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2808 7th Avenue South, Apt. 217		CITY Birmingham	STATE AL	POSTAL CODE 35233
			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 Yelah Limited Partnership f/k/a Habshey Family Limited Partnership				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 3491 Helena Road		CITY Helena	STATE AL	POSTAL CODE 35080
			COUNTRY USA	

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 Renasant Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2001 Park Place North, Suite 600		CITY Birmingham	STATE AL	POSTAL CODE 35203
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:
See attached Schedule "I".

Additional security for mtg. filed 201561/16736

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Understand This, Inc. And Yelah Limited Partnership f/k/a Habshey Family Limited Partnership

Secured Party/Mortgagee: Renasant Bank

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The following (hereinafter "Mortgaged Property"):

a) The Land situated in Jefferson 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.

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

LTC File No: 1752K-15

EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL I

A PART OF LOT 1, BLOCK 15, ACCORDING TO JOSEPH SQUIRE'S MAP OF HELENA, AS RECORDED IN MAP BOOK 3, PAGE 121, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID BLOCK 15 AND RUN WEST ALONG THE SOUTH SIDE OF 3RD AVENUE TO THE EAST SIDE OF 2ND STREET THENCE SOUTH ALONG 2ND STREET FOR 50 FEET, THENCE EAST ACROSS SAID BLOCK 15 TO THE WEST SIDE OF MAIN STREET, THENCE NORTH ALONG THE WEST SIDE OF MAIN STREET TO THE POINT OF BEGINNING.

PARCEL II

PART A OF PARCEL II:

ALL OF THAT PART OF THE W 1/2 OF THE N 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20, RANGE 4 WEST, WHICH LIES EAST, OF THE MONTEVALLO HIGHWAY, ALSO KNOWN AS THE MORGAN GENERY GAP HIGHWAY, LESS AND EXCEPT ONE ACRE THEREIN IN THE NW CORNER OF SAID TRACT OF LAND, HERETOFORE CONVEYED TO JAMES MCCREE,.

PART B OF PARCEL II:

BEGIN AT THE NW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20, RANGE 4 WEST; RUN EAST ALONG THE NORTH BOUNDARY LINE OF SAID 1/4-1/4 SECTION 370 FEET, MORE OR LESS, TO THE EAST BOUNDARY LINE OF MONTEVALLO HIGHWAY; THENCE TURN 78 DEGREES 6 MINUTES TO THE RIGHT 183.7 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST MENTIONED COURSE A DISTANCE OF 25 FEET; THENCE 78 DEGREES 6 MINUTES LEFT 208.7 FEET; THENCE 101 DEGREES 52 MINUTES LEFT 50 FEET; THENCE TURN LEFT AND RUN WEST TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

LESS AND EXCEPT THAT PORTION OF THE ABOVE PROPERTY CONVEYED TO JEFFERSON COUNTY IN BOOK LR201061, PAGE 10728, IN THE PROBATE OFFICE OF JEFFERSON COUNTY ALABAMA.

SITUATED IN JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION.

PARCEL III

METES AND BOUNDS DESCRIPTION OF LOT 1 AND THE NORTH HALF OF LOT 2, BLOCK 14, ACCORDING TO JOSEPH SQUIRE'S MAP OF THE TOWN OF HELENA, AS RECORDED IN MAP BOOK 3, PAGE 121, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, COMPILED AS A SINGLE UNIT.

BEGIN AT A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET IN HELENA, ALABAMA 50.0' SOUTH OF THE MAIN LINE TRACK OF THE L&N RAILROAD, THENCE RUN EAST-SOUTHEAST ALONG SAID SOUTH RIGHT OF WAY LINE OF SAID L&N RAILROAD A DISTANCE OF 140.0' TO A POINT, THENCE TURN AN ANGLE OF 84 DEGREES 20 MINUTES TO THE RIGHT AND RUN SOUTHERLY A DISTANCE OF 18.0' TO A POINT, THENCE TURN AN ANGLE OF 13 DEGREES 20 MINUTES TO THE LEFT AND CONTINUE SOUTHERLY A DISTANCE OF 68.0' TO A POINT, THENCE TURN AN ANGLE OF 96 DEGREES 36 MINUTES TO THE RIGHT AND RUN WESTERLY A DISTANCE OF 141.70' TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET, THENCE TURN AN ANGLE OF 89 DEGREES 39 MINUTES TO THE RIGHT AND RUN NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF MAIN STREET A DISTANCE OF 6.75' TO A POINT, THENCE TURN AN ANGLE OF 90 DEGREES 0 MINUTES TO THE RIGHT AND RUN EASTERLY ALONG THE SOUTH LINE OF LOT 2 A DISTANCE OF 60.0' TO A POINT, THENCE TURN AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT AND RUN NORTHERLY ALONG THE EAST LINE OF SAME SAID LOT 2 A DISTANCE OF 30.0' TO A POINT, THENCE TURN AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT AND RUN WESTERLY ALONG THE EXACT MIDDLE LINE OF SAME SAID LOT 2 A DISTANCE OF 60.0' TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAME SAID MAIN STREET, THENCE TURN AN ANGLE



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OF 90 DEGREES 0 MINUTES TO THE RIGHT AND RUN NORTHERLY ALONG SAID EAST LINE OF SAID MAIN STREET A DISTANCE OF 78.75' TO THE POINT OF BEGINNING, MARKED ON EACH CORNER WITH A STEEL REBAR PIN AS OF DATE OF SURVEY.

ALSO THE FOLLOWING PROPERTY:

BEGIN AT THE NW CORNER OF THE S 1/2 OF LOT 2, BLOCK 14 OF JOSEPH SQUIRE'S MAP OF THE TOWN OF HELENA, ALABAMA, RUN THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERN BOUNDARY OF THE S 1/2 OF SAID LOT 2, BLOCK 14 A DISTANCE OF 60 FEET TO A POINT; THENCE TURN AN ANGLE OF 90 DEGREES TO THE RIGHT AND RUN SOUTHERLY A DISTANCE OF 6.75 FEET TO A POINT; THENCE TURN TO THE RIGHT AND RUN WESTERLY PARALLEL WITH THE NORTHERN BOUNDARY OF THE S 1/2 OF SAID LOT 2, BLOCK 14 A DISTANCE OF 60 FEET TO A POINT; THENCE TURN TO THE RIGHT AND RUN NORTHERLY A DISTANCE OF 6.75 FEET TO POINT OF BEGINNING OF THE PROPERTY HEREIN CONVEYED.

LESS AND EXCEPT THE FOLLOWING PROPERTY:

BEGIN AT THE SW CORNER OF THE S 1/2 OF LOT 2, BLOCK 14 ACCORDING TO JOSEPH SQUIRE'S MAP OF THE TOWN OF HELENA, ALABAMA, WHICH POINT OF BEGINNING IN THE SW CORNER OF THAT CERTAIN PROPERTY CONVEYED TO THE TOWN OF HELENA, ALABAMA BY DEED FROM T.S. WALLACE AND WIFE, EUGINA WALLACE RECORDED IN DEED BOOK 187, PAGE 375 IN THE PROBATE RECORDS OF SHELBY COUNTY, ALABAMA; THENCE RUN IN AN EASTERLY DIRECTION ALONG THE SOUTHERN BOUNDARY OF THE SAID S 1/2 OF LOT 2, BLOCK 14 A DISTANCE OF 60 FEET TO A POINT; THENCE TURN AN ANGLE OF 90 DEGREES TO THE RIGHT AND RUN SOUTHERLY A DISTANCE OF 6.75 FEET TO A POINT; THENCE TURN TO THE RIGHT AND RUN WESTERLY PARALLEL WITH THE SOUTHERN BOUNDARY OF LOT 2, BLOCK 14 A DISTANCE OF 60 FEET TO A POINT; THENCE TURN TO THE RIGHT AND RUN NORTHERLY 6.75 FEET TO POINT OF BEGINNING OF THE PARCEL.

PARCEL IV

A PART OF LOTS 10, 11, 12 & 13, BLOCK 15, ACCORDING TO JOSEPH SQUIRE'S MAP OF THE TOWN OF HELENA, AS RECORDED IN MAP BOOK 3, PAGE 121, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 10 AS DESCRIBED ABOVE; THENCE EAST ALONG THE NORTH LINE OF SAID LOT, 96.14 FEET; THENCE TURN RIGHT 104°32'42" AND GO 60.00 FEET; THENCE TURN RIGHT 13°32'17" AND GO 45.29 FEET; THENCE TURN RIGHT 1°49'59" AND GO 59.04 FEET; THENCE TURN RIGHT 0°52'03" AND GO 85.80 FEET TO THE EAST LINE OF LOT 13; THENCE TURN RIGHT 152°43'05" AND RUN NORTH 222.77 FEET TO THE POINT OF BEGINNING.

PARCEL V

A TRACT OF LAND SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SW 1/4 - NW 1/4 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 2 WEST; THENCE RUN EASTERLY ALONG THE SOUTH LINE OF SAID 1/4 - 1/4 SECTION FOR 630.0 FEET TO POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE TURN 92 DEGREES 03 MINUTES 30 SECONDS LEFT AND RUN NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID 1/4 - 1/4 SECTION FOR 420.0 FEET; THENCE TURN 92 DEGREES 03 MINUTES 30 SECONDS RIGHT AND RUN EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID 1/4 - 1/4 SECTION FOR 210.0 FEET; THENCE TURN 87 DEGREES 56 MINUTES 30 SECONDS RIGHT AND RUN SOUTHERLY AND PARALLEL WITH THE WEST LINE OF SAID 1/4 - 1/4 FOR 420.0 FEET TO A POINT ON THE SOUTH LINE OF SAID 1/4 - 1/4 SECTION; THENCE TURN 92 DEGREES 03 MINUTES 30 SECONDS RIGHT AND RUN WESTERLY ALONG SAID SOUTH 1/4 - 1/4 LINE FOR 210.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A 50' BY 210' RIGHT OF WAY ALONG THE SOUTH SIDE OF SAID PARCEL

SITUATED IN JEFFERSON COUNTY ALABAMA

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Total of Fees and Taxes-\$39.00
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