

20150902000307150
09/02/2015 02:43:29 PM
UCC1 1/4

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) <div>Najjar Denaburg, P.C. Attn: Lisa Parker 2125 Morris Ave. Birmingham, AL 35203</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 Lakeview Park Properties, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 2526 Valleydale Road, Suite 100		CITY Birmingham	STATE AL	POSTAL CODE 35244
			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 SouthPoint Bank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 3500 Colonnade Parkway, Suite 140		CITY Birmingham	STATE AL	POSTAL CODE 35243
			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	
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: Lakeview Park Properties, LLC

Secured Party/Mortgagee: SouthPoint Bank

+++++

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.

Exhibit "A"

LEGAL DESCRIPTION

Lots 1, 2 & 3, according to the Survey of Inverness Office Center Site 8, as recorded in Map Book 40, Page 73, in the Probate Office of Shelby County, Alabama.

Also known as:

Part of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows; Commence at an existing 1/2" rebar marking the point where the North line of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West intersects the Southwesterly Right of Way of U.S. Highway No. 280 and run N88°24'26"W along same 800.90 feet to a point; thence S01°35'35"W 1009.92 feet to a point on the Southeasterly Right of Way of Inverness Center Parkway and the Point of Beginning of herein described Inverness Site - 8; thence from the Point of Beginning thus obtained run along said Southeasterly Right of Way of Inverness Center Parkway the following courses, N60°48'34"E, 119.04 feet to the Point of Curve of a curve to the left, having a radius of 64.00 feet and a central angle of 9°32'40", thence N56°02'14"E along the chord of said curve 10.65 feet to the Point of Tangent; thence N51°15'54"E, 101.00 feet to the Point of Curve of a curve to the right, having a radius of 1231.50 feet and a central angle of 2°49'33"; thence N52°40'40"E along the chord of said curve 60.73 feet to the Point of Tangent; thence N54°05'27"E, 45.16 feet to the Point of Curve of a curve to the right, having a radius of 108.50 feet and a central angle of 35°58'08"; thence N72°04'31"E along the chord of said curve 67.00 feet to the Point of Tangent; thence S89°56'25"E 64.37 feet to the Point of Curve of a curve to the right, having a radius of 56.00 feet and a central angle of 47°58'27"; thence S65°57'11"E, along the chord of said curve 45.53 feet to the Point of Tangent, being on the Southwesterly Right of Way of Inverness Center Place; thence continuing along said Southwesterly Right of Way of Inverness Center Place the following courses, S41 degrees 57' 58"E 20.37 feet to the Point of Curve of a curve to the left, having a radius of 225.00 feet and a central angle of 22°09'13"; thence S53°02'34"E along the chord of said curve 86.46 feet to the Point of Tangent; thence S64°07'10"E, 3.45 feet to the Point of Curve of a curve to the left, having a radius of 249.99 feet and a central angle of 3°56'50"; thence S66°05'35"E along the chord of said curve 17.22 feet to a point on said curve and the Northwestern corner of Inverness Office Center, Building 104; thence S39°01'39"W, leaving said Right of Way and running along the Northwestern line of said Building 104 112.82 feet; thence the following courses along said Northwestern line of Building 104; S17°58'27"E, 15.56 feet; thence S26°16'30"W, 44.95 feet; thence S63°52'31"W, 17.26 feet; thence S42°12'00"W, 44.95 feet to a point on the edge of water of Lake Heather, historically known as being the 496.00 elevation contour; thence the following courses along said edge of water, N02°34'00"W, 6.55 feet; thence S62°26'17"W, 33.63 feet; thence S60°24'47"W, 51.23 feet; thence S65°42'54"W, 34.61 feet; thence S44°39'42"W, 105.00 feet; thence N42°10'19"W, 20.09 feet; thence S01°22'45"W, 32.87 feet; thence S61°43'09"W, 11.86 feet; thence N64°16'55"W, 18.18 feet to an existing 5/8" rebar being the Southeasterly corner of Inverness Office Center, Site-28 (the Barber Companies property); thence leaving the edge of water of Lake Heather, the following courses along the Northeasterly line of said Site - 28, N36°50'25"W, 82.00 feet; thence N63°13'25"W, 100.81 feet; thence N30°25'11"W, 109.73 feet to the Point of Beginning



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/02/2015 02:43:29 PM
\$35.00 CHERRY
20150902000307150

A handwritten signature in dark ink, likely of the County Clerk, is written over the bottom right of the page.