

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Lorrie Maples Parker, Esquire (205) 803-1100
B. SEND ACKNOWLEDGMENT TO: (Name and Address) The Parker Law Firm, LLC 500 Office Park Drive Suite 100 Birmingham, Alabama 35223



20150917000325700 1/5 \$37.00
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME JHF Management, LLC, an Alabama limited liability company				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 3810 Double Oak Lane	CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Branch Banking and Trust Company				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 2501 20th Place South	CITY Birmingham	STATE AL	POSTAL CODE 35223-1723	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

That certain real property located at 6930 Cahaba Valley Road and further described in Exhibit "A" attached hereto and made a part hereof.

Together with a separate and additional security interest in and to the collateral as described in Exhibit "B" attached hereto and made a part hereof.

This UCC-1 is being recorded simultaneously with that certain Mortgage of Real Estate and Security Agreement from JHF Management, LLC, an Alabama limited liability company (referred to as "Borrower") to Branch Banking and Trust Company ("Lender") dated September 16, 2015; filed on September 16, 2015, in Instrument No. 20150917000325690, in the Probate Office of Shelby County, Alabama.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	<input type="checkbox"/> [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA 2013.055						

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 2A, according to the Resurvey of Lot 2 of John Bell's Addition to Hoover, as recorded in Map Book 29, Page 86, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

LESS AND EXCEPT PARCEL:

A part of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, identified as Tract No. 5 on Project No. NHF-0038 in Shelby County, Alabama, and being more particularly described as follows:

Commencing at a found pk nail located at the Southwest corner of the property referenced in Map Book 27, Page 22, in the Probate Office of Shelby County;

thence South 68 degrees 3 minutes 36 seconds East and along the grantor's North property line a distance of 303.56 feet to a point on the grantor's said property line (said line between a point offset 50.41 feet LT and perpendicular with centerline of project at station 113+03.27 and a point offset 49.84 feet LT and perpendicular with centerline of project at station 113+46.10), which is the point of BEGINNING;

thence South 68 degrees 3 minutes 36 seconds East and along the grantor's said property line a distance of 14.35 feet to a point on the West present R/W line of SR-119;

thence South 21 degrees 59 minutes 16 seconds West and along the said present R/W line a distance of 180.38 feet to a point on the grantor's South property line;


thence North 68 degrees 3 minutes 37 seconds West and along the grantor's said property line a distance of 15.23 feet to a point on the acquired R/W line (said line between a point offset 50.41 feet LT and perpendicular with centerline of project at station 113+03.27 and a point offset 52.78 feet LT and perpendicular with centerline of project at station 111+00.61);

thence North 22 degrees 2 minutes 4 seconds East and along the acquired R/W line a distance of 76.81 feet to a point on the acquired R/W line (said point offset 51.48 feet LT and perpendicular to centerline of project at station 111+16.74);

thence following the curvature thereof an arc distance of 86.98 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 50.41 feet LT and perpendicular to centerline of project at station 113+03.27) (said arc having a chord bearing of North 22 degrees 23 minutes 17 seconds East, a clockwise direction, a chord distance of 86.98 feet and a radius of 7045.50 feet);

thence North 22 degrees 43 minutes 28 seconds East and along the acquired R/W line a distance of 16.60 feet; to the point and place of BEGINNING.

JHF MANAGEMENT, LLC, an Alabama limited liability company


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BY: JEFFREY H. FLANNERY, SR.
ITS: MEMBER & MANAGER

EXHIBIT "B"
TO
FINANCING STATEMENT (UCC-1)

DEBTOR/MORTGAGOR: JHF Management, LLC, an Alabama limited liability company

SECURED PARTY/MORTGAGEE: BRANCH BANKING AND TRUST COMPANY

The following (hereinafter "Mortgaged Property"):

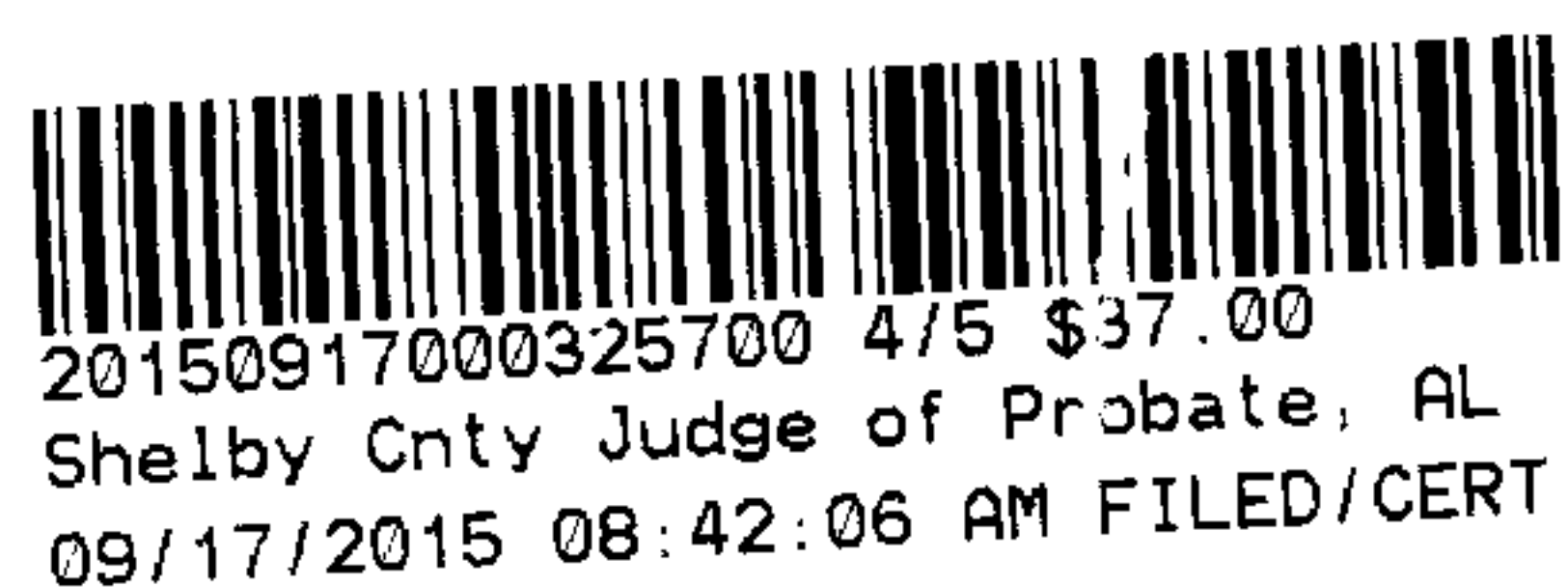
- a. The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b. Together with all building, equipment, machinery, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishing 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, 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;



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**EXHIBIT "B" continued
TO
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- 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 and 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 untenably 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 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;



**EXHIBIT "B" continued
TO
FINANCING STATEMENT (UCC-1)**

- 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 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.
- k. 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 real or personal.



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