

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.</div> <div>Attn: Lisa Parker</div> <div>2125 Morris Ave.</div> <div>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)

OR	1a. ORGANIZATION'S NAME Eagle's Nest Development, LLC				
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 8455 Scott Drive		CITY Trussville	STATE AL	POSTAL CODE 35173	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)

OR	2a. ORGANIZATION'S NAME				
	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)

OR	3a. ORGANIZATION'S NAME Renasant Bank				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 2001 Park Place, Suite 600		CITY Birmingham	STATE AL	POSTAL CODE 35203	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/Licenser					
8. OPTIONAL FILER REFERENCE DATA:					

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Eagle's Nest Development, LLC

Secured Party/Mortgagee: Renasant 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) 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

Parcel I:

Lot 502, according to the Survey of Eagle Point 5th Sector, as recorded in Map Book 18, page 138, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 501, according to the Survey of Eagle Point 5th Sector, as recorded in Map Book 18, page 138, in the Probate Office of Shelby County, Alabama.

Parcel III:

Begin at the NW corner of Lot 501 of Eagle Point, 5th Sector as recorded in Map Book 18, Page 138 in the Office of the Judge of Probate Shelby County, thence run S 89°06'11" E for 1.17'; thence run N 52°21'18" E for 158.77' to the point of beginning of a curve to the left, having a central angle of 38°54'35" and a radius of 200.00'; thence run along the arc of said curve for 115.45'; thence run S 89°06'09" E for 28.54'; thence run S 02°02'35" W for 195.00' to a point on the north line of said Lot 501; thence run N 89°06'11" W for 208.83' to the point of beginning.

Together with a 20' easement being more particularly described as follows:

Begin at the NW corner of Lot 501 of Eagle Point, 5th Sector as recorded in Map Book 18, Page 138 in the Office of the Judge of Probate of Shelby County, thence run S 89°06'11" E for 1.17'; thence run N 52°21'18" E for 40.03'; thence run N 35°18'59" W for 17.51' to a point that is 20 feet East of the East line of Lot 408-A, of a Resurvey of Lot 408, Eagle Point, 4th Sector as recorded in Map Book 19, Page 62, in the Shelby County Probate Office; thence run N 2°02'34" E parallel to and 20' East of said Lot 408-A for 156.62'; thence run S 89°06'11" W for 20.00' to a point on the East line of said Lot 408-A; thence run S 0°02'34" W for 195.00' to the point of beginning.

Parcel IV:

Part of the SW¼ of the NE¼ of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of said ¼-¼ section run in a Southerly direction along the west line of said ¼-¼ section a distance of 665.65 feet to an existing 3 foot capped corner; thence turn an angle to the left of 91 degrees 09 minutes 31 seconds and run in an Easterly direction for a distance of 210.00 feet to an existing ¼ foot rebar being the point of beginning; thence continue along last mentioned course for a distance of 227.26 feet to an existing ¼ foot rebar; thence turn an angle to the left of 88 degrees 52 minutes 26 seconds and run in a Northerly direction of 229.67 feet to an existing ¼ foot rebar; thence turn and angle to the left of 91 degrees 07 minutes 34 second and run in a Westerly direction for a distance of 227.13 feet to an existing ¼ foot rebar; thence turn an angle to the left of 88 degrees 50 minutes 29 seconds and run in a Southerly direction for a distance of 229.68 feet, more or less, to the point of beginning.

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ALSO:

Part of the SW $\frac{1}{4}$ or the NE $\frac{1}{4}$ of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section run in a Southerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 665.65 feet to an existing 3 foot capped corner; thence turn an angle to the left of 91 degrees 09 minutes 31 seconds and run in an Easterly direction for a distance of 437.26 feet to an existing $\frac{1}{2}$ foot rebar being the point of beginning; thence continue along last mentioned course for a distance of 227.25 feet to an existing 3 foot capped corner; thence turn an angle to the left of 88 degrees 54 minutes 13 seconds and run in a Northerly direction for a distance of 229.67 feet to an existing $\frac{1}{2}$ foot rebar; thence turn an angle to the left of 91 degrees 05 minutes 47 seconds and run in a westerly direction for a distance of 227.13 feet to an existing $\frac{1}{2}$ foot rebar; thence turn an angle to the left of 88 degrees 52 minutes 26 seconds and run in a Southerly direction for a distance of 229.67 feet, more or less, to the point of beginning.

Less and except the following parcel of land more particularly described as follows:

Commence at the Southwest corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama; thence run Northerly along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 662.38 feet; thence turn 88 degrees 50 minutes 14 seconds right and run Easterly 445.58 feet to the point of beginning of the tract of land herein described; thence turn 51 degrees 23 minutes 55 seconds left and run Northeasterly 137.75 feet; thence turn 37 degrees 30 minutes 19 seconds left and run Northerly 116.55 feet; thence turn 25 degrees 55 minutes 48 seconds right and run Northeasterly 149.00 feet; thence turn 09 degrees 52 minutes 08 seconds right and run northeasterly 118.71 feet to a point; thence turn 144 degrees 10 minutes 07 seconds right and run Southerly 451.92 feet; thence turn 88 degrees 56 minutes 11 seconds right and run westerly 218.75 feet to the point of beginning.

Parcel V:

Part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the NW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section and run in an easterly direction along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 453.72 feet to an existing $\frac{3}{4}$ " rebar; thence turn an angle to the right of 90°46'34" and run in a southerly direction for a distance of 35.00 feet to an existing $\frac{1}{2}$ " rebar; thence turn an angle to the right of 90°35'47" and run in a Westerly direction for a distance of 208.74 feet to an existing $\frac{1}{2}$ " rebar; thence turn an angle to the left of 90°32'03" and run in a southerly direction for a distance of 225.00 feet to an existing $\frac{1}{2}$ " rebar; thence turn an angle to the right of 89°09'42" and run in a westerly direction for a distance of 245.00 feet to an existing rebar being on the west line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence turn an angle to the right of 90° 50'18" and run in a northerly direction along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 256.00 feet, more or less, to the point of beginning.

ALSO:

Part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section run in a southerly direction along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 256.00 feet to an existing $\frac{1}{2}$ " rebar being the point of beginning; thence continue along last mentioned course for a distance of 199.65 feet to an existing $\frac{1}{2}$ " rebar; thence turn an angle to the left of 91° 09' 31" and run in an easterly direction for a distance of 210.00 feet to an existing $\frac{1}{2}$ " rebar; thence turn an angle to the left of 88° 50' 29" and run in a northerly direction for a distance of 19.68 feet to an existing $\frac{1}{2}$ " rebar; thence turn an angle to the right of 88° 50'29" and run in an easterly direction for a distance of 35.03 feet to an existing $\frac{1}{2}$ " rebar; thence turn an angle to the left of 88°50'29" and run in a northerly direction for a distance of 178.60 feet to an existing $\frac{1}{2}$ " rebar; thence turn an angle to the left of 90°50'18" and run in a westerly direction for a distance of 245.00 feet, more or less, to the point of beginning.

Continue →

Parcel VI:

Part of the SW 1/4 of the NE 1/4 of section 7, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: From the Northwest corner of said 1/4-1/4 Section run in an Easterly direction along the North Line of said 1/4-1/4 Section for a distance of 453.72 feet to an existing 3/4 inch rebar; thence turn an angle to the right of 90 degrees 46 minutes 34 seconds and run in a Southerly direction for a distance of 35.00 feet to an existing 1/2 inch rebar, being the point of beginning; thence turn an angle to the right of 90 degrees 35 minutes 47 seconds and run in a westerly direction for a distance of 208.74 feet to an existing 1/2 inch rebar; thence turn an angle to the left of 90 degrees 32 minutes 03 seconds and run in a Southerly direction for a distance of 404.60 feet to an existing 1/2 inch rebar; thence turn an angle to the left of 91 degrees 09 minutes 31 seconds and run in an Easterly direction for a distance of 419.23 feet to an existing 1/2 inch rebar; thence turn an angle to the left of 88 degrees 54 minutes 13 seconds and run in a Northerly direction for a distance of 222.25 feet to an existing 3/4 inch rebar; thence turn an angle to the left of: 90 degrees 46 minutes 34 seconds and run in a Westerly direction for a distance of 210.00 feet to an existing 3/4 inch rebar; thence turn an angle to the right of 90 degrees 46 minutes 34 seconds and run in a Northerly direction for a distance of 175.00 feet, more or less, to the point of beginning.

Less and Except Lot 210-A, according to the Resurvey of Eagle Point, 5th Sector, as recorded in Map Book 19, Page 98, in the Probate Office of Shelby County, Alabama and Lot 511, according to the Survey of Eagle Point, 5th Sector, as recorded in Map Book 18, Page 138, in the Probate Office of Shelby County, Alabama.

Parcel VII:

A lot situated in The Northwest 1/4 of Southwest 1/4 of Northeast 1/4, Section 7, Township 19 South, Range 1 West, more particularly described as follows: Commencing at the Northeast corner of said Northwest 1/4 of Southwest 1/4 of Northeast 1/4 and run thence Southerly along the East line of said Northwest 1/4 of Southwest 1/4 of Northeast 1/4 210 feet; thence turn an angle of 90 degrees to the right and run thence Westerly and parallel with the North boundary of said Northwest 1/4 of Southwest 1/4 of Northeast 1/4 210 feet; thence turn an angle of 90 degrees and run thence Northerly parallel with the East boundary of said Northwest 1/4 of Southwest 1/4 of Northeast 1/4 210 feet to the North boundary of said Northwest 1/4 of Southwest 1/4 of Northeast 1/4; thence run Easterly along the North boundary of said Northwest 1/4 of Southwest 1/4 of Northeast 1/4 210 feet to the point of beginning, Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/23/2015 03:42:28 PM
\$39.00 CHERRY
20150923000333850

James W. Fuhrmeister