

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

Richard W. Stephens, Esquire 404-815-3743

B. E-MAIL CONTACT AT FILER (optional)

rstephens@sgrlaw.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Richard W. Stephens, Esquire
Smith, Gambrell & Russell, LLP
Promenade, Suite 3100
1230 Peachtree Street NE
Atlanta, GA 30309-3592



20151028000375530 1/6 \$39.00
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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

WAYPOINT STONECREST OWNER, LLC

OR 1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

3475 Piedmont Road, N.E., Suite 1640

CITY

Atlanta

STATE

GA

POSTAL CODE

30305

COUNTRY

US

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

COMMUNITY & SOUTHERN BANK

OR 3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

3333 Riverwood Parkway, Suite 350

CITY

Atlanta

STATE

GA

POSTAL CODE

30339

COUNTRY

US

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

ALL PERSONAL PROPERTY AND FIXTURES DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF LOCATED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

THIS FINANCING STATEMENT IS ADDITIONAL SECURITY FOR THE OBLIGATIONS UNDER THAT CERTAIN MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING DATED OCTOBER ____, 2015 FROM DEBTOR TO SECURED PARTY, RECORDED IN REAL PROPERTY BOOK ____, PAGE ____, IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public Finance Transaction

☐ Manufactured Home Transaction

☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien

☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):

☐ Lessor/Lessor

☐ Consignee/Consignor

☐ Seller/Buyer

☐ Bailee/Bailor

☐ Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:

Shelby County, Alabama - Fixture Filing

SGR#063417.011

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

WAYPOINT STONECREST OWNER, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC-1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c.

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME. Provide only one name (11a or 11b).

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

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COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS (if applicable)

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest)

14. This FINANCING STATEMENT

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

16. Description of real estate:

**SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE THERETO.**

17. MISCELLANEOUS:

Exhibit "A"

The land referred to hereinbelow, whose physical address is 1 Stonecrest Drive, Birmingham, Alabama 35242, is situated in the County of Shelby, State of Alabama, and is more particularly described as follows:

PARCEL I:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 929.83 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 283.72 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 91°03'21" AND LEAVING SAID WEST LINE RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 672.12 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 88°46'58" AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 263.72 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 91°13'18" AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 672.86 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

PARCEL II:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 1193.35 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 792.25 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 90°56'41" AND LEAVING SAID WEST LINE RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 668.66 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 88°52'48" AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 793.47 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 91°13'01" AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 672.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

PARCEL III:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5 FOR A DISTANCE OF 1985.60 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH ALONG THE DESCRIBED COURSE FOR A DISTANCE OF 663.95 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE TURN AN ANGLE TO THE LEFT OF 91°04'32" AND LEAVING SAID WEST LINE RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 668.24 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 88°47'59" AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 663.05 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 91°07'14" AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 668.68 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

TOGETHER WITH THOSE CERTAIN EASEMENTS RECORDED IN SHELBY COUNTY INSTRUMENT 1996-17259 AND AS RECORDED IN DUPLICATE IN SHELBY COUNTY INSTRUMENT 1996-17260.

PARCEL IV:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS I, II & III FOR THE PURPOSE OF SLOPE, DRAINAGE AND ACCESS, AS CREATED BY THOSE CERTAIN EASEMENT AGREEMENTS RECORDED IN SHELBY COUNTY INSTRUMENT NUMBER 1996-17259 AND AS RECORDED IN DUPLICATE IN SHELBY COUNTY INSTRUMENT NUMBER 1996-17260, OVER, UNDER AND ACROSS THE PROPERTY DESCRIBED HEREIN.

PARCEL V:

EASEMENT RIGHTS GRANTED IN THAT CERTAIN DEVELOPMENT AND EASEMENT AGREEMENT RECORDED IN INSTRUMENT 1996-33722 AND MODIFIED IN INSTRUMENT 1998-18980, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



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EXHIBIT "B"

Financing Statement

Name of Debtor: WAYPOINT STONECREST OWNER, LLC, a Delaware limited liability company

Item No. 4:

All of Debtor's right, title and interest now or hereafter acquired in and to:

All "Personalty," meaning all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Debtor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property, including (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the Real Property or the business conducted therein (provided all of such agreements shall be subordinate to the Mortgage, and Secured Party shall have no responsibility for the performance of Debtor's obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Real Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Real Property or the operation thereof; (e) all of Debtor's rights and interests under all Swap Contracts, including all rights to the payment of money from Secured Party (or its affiliate) under any Swap Contract and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Swap Contract; (f) all insurance policies held by Debtor with respect to the Property or Debtor's operation thereof; and (g) all money, instruments and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Debtor with Secured Party related to the Property, including any such deposit account from which Debtor may from time to time authorize Secured Party to debit and/or credit payments due with respect to the Loan; together with all Additions to and Proceeds of all of the foregoing.

All "Accessories" means all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and other articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Grantor, which are now or hereafter attached to or situated in, on or about the Land or Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or Improvements, and all Additions to the foregoing, all of which are hereby declared to be permanent accessions to the Land.



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All "Condemnation Awards," meaning any and all judgments, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

All "Insurance Proceeds," meaning the insurance claims under and the proceeds of any and all policies of insurance covering the Property or any part thereof, including all returned and unearned premiums with respect to any insurance relating to such Property, in each case whether now or hereafter existing or arising.

All "Design and Construction Documents," meaning, collectively, (a) all contracts for services to be rendered, work to be performed or materials to be supplied in the development of the Land or the construction or repair of Improvements, including all agreements with architects, engineers or contractors for such services, work or materials; (b) all plans, drawings and specifications for the development of the Land or the construction or repair of Improvements; (c) all permits, licenses, variances and other rights or approvals issued by or obtained from any Governmental Authority or other Person in connection with the development of the Land or the construction or repair of Improvements; and (d) all amendments of or supplements to any of the foregoing.

All "Contracts of Sale," meaning all contracts for the sale of all or any part of the Property or any interest therein, whether now in existence or hereafter executed.

All "Refinancing Commitments," meaning all commitments from or other agreements with any Person providing for the financing of the Property, some or all of the proceeds of which are intended to be used for the repayment of all or a portion of the Loan.

All "Leases," meaning all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.


All "Rents," meaning all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property, or arising from the use or enjoyment of the Property, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Real Property.

All substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing property described herein.

Capitalized terms used above without definition have the meanings given them in the Mortgage, Assignment, Security Agreement and Fixture Filing (the "Mortgage") dated as of even date

herewith, given by Debtor, as Grantor, for the benefit of Secured Party, as Grantee, and recorded in the proper place for recording deeds in Shelby County, State of Alabama. The real property encumbered by the Mortgage, and on which the personal property described herein is located (other than as described hereinabove), is described on Exhibit A attached hereto. Any term used or defined in the Alabama Uniform Commercial Code, as in effect from time to time, which is not defined in this financing statement has the meaning given to that term in said Uniform Commercial Code, as in effect from time to time, when used in this financing statement.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Mortgage with respect to any property described in it which is real property. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Mortgage or the priority of Secured Party's lien thereby created. This financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that in order to be effective against a particular class of persons, including the United States Government or any of its agencies, notice of Secured Party's priority of interest in any property or interests described in the Mortgage must be filed in the office where this financing statement is filed.


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