

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) James E. Vann (205) 930-5484
B. E-MAIL CONTACT AT FILER (optional) jevann@sirote.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) James E. Vann Sirote & Permutt, P.C. 2311 Highland Avenue South Birmingham, Alabama 35205



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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 SB Dev. Corp.				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 3545 Market Street	CITY Hoover	STATE AL	POSTAL CODE 35226	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 Samford University				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 800 Lakeshore Drive	CITY Birmingham	STATE AL	POSTAL CODE 35229	COUNTRY USA

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

All of the property and collateral and types of property and collateral described on Schedule A located on or relating to the real property described in Exhibit A attached hereto, whether now owned or existing or hereafter created or acquired.

Additional security for mortgage recorded at _____/_____.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Agricultural Lien ☐ Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: 62184-1 (County)	

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

SB Dev. Corp.

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 UCC1) (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

POSTAL CODE

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)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

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

SB Dev. Corp.

16. Description of real estate:

See Exhibit A attached hereto and incorporated herein by reference

17. MISCELLANEOUS:

62184-1

International Association of Commercial Administrators (IACA)



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SCHEDULE A

- (a) All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever (including, without limitation, property and collateral described in the Financing Statements executed, authorized or approved in connection herewith which are incorporated herein by reference as if set forth fully and at length), now or hereafter owned by Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements (except household goods of Borrower not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");
- (c) All accounts (as presently or hereafter defined in the Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land, the Improvements, and other Mortgaged Property, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land, the Improvements and other Mortgaged Property;
- (d) All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower, 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 Borrower of, in and to the same, including but not limited to:
 - (i) All rents, royalties, profits, issues and revenues of the Land, the Improvements, and other Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Borrower, however, so long as there is no default hereunder, the right to receive and retain the rents, issues and profits thereof; and
 - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, or other 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 Land, the Improvements, or other Mortgaged Property, or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Lender is authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorneys' 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.

- (e) All licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements of any kind relating to the use, development, construction, occupancy and operation of the Land and the Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing; and
- (f) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs (a), (b), (c) (d) or (e) above.



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EXHIBIT A

Parcel I:

To locate the point of beginning commence at the northwest corner of Section 26, Township 18 South, Range 1 West Shelby County, Alabama; thence S 02° 35' 21" W a distance of 1538.16 feet to a point; thence S 02° 34' 44" W a distance of 1049.65 feet to a point, thence S 02° 37' 01" W a distance of 265.36 feet to the point of beginning, said point being on the south line of Harry B. Broth, Jr. property, thence S 88° 23' 50" E a distance of 1149.08 feet to a point, thence N 37° 46' 30" E a distance of 694.96 feet to a point, thence N 37° 46' 30" E a distance of 425.00 feet to a point; thence N 37° 46' 30" E a distance of 191.42 feet to a point thence N 34° 57' 26" W a distance of 52.78 feet to a point; thence N 00° 36' 72" W a distance of 93.80 feet to a point, thence N 52° 13' 30" W a distance of 671.96 feet to a point thence N 59° 57' 24" W a distance of 607.97 to a point; thence N 59° 67' 24" W a distance of 204.52 feet to a point; Thence N 82° 07' 34" W a distance of 466.16 feet to a point; thence S 43° 34' 23" W a distance of 938.46 feet to a point, thence S 00° 00' 27" E a distance of 94.68 feet to a point; thence S 00° 00' 28" E a distance of 1096.51 feet to a point; thence S 41° 05' 54" E a distance of 199.93 feet to a point; thence S 89° 32' 49" E a distance of 289.24 feet to a point which is the point of beginning.

Less and except the following described parcel:

A parcel of land situated in the Northwest Quarter and the Southwest Quarter of Section 26, Township 18 South, Range 1 West, described as commencing at the Northwest corner of said Section 26, thence run South along the West boundary of said Section 26 for a distance of 2517.33 feet, left 90° 00' 00" and run East for 98.02 feet to an iron pin set and the point of beginning of the parcel herein described; thence left 69° 43' 46" and run thence Northeast for a distance of 168.59 feet to an iron pin set; thence right 44° 19' 06" and run Northeast for a distance of 306.98 feet; thence right 40° 52' 06" and run in a Southeast for a distance of 363.40 feet to an iron pin set; thence right 94° 00' 21" and run Southwest for a distance of 123.83 feet to an iron pin set; thence right 24° 04' 35" and run Southwest for a distance of 509.04 feet to an iron pin set; thence right 79° 13' 57" and run Northwest for a distance of 276.77 feet to an iron pin set; thence right 34° 00' 28" and run Northwest for a distance of 155.52 feet to the point of beginning.

Parcel II:

To locate the point of beginning commence at the northwest corner of Section 26, Township 18 South, Range 1 West, Shelby County, Alabama; thence S 01° 37' 07" W on the west boundary of said section a distance of 2853.29 feet to the point of beginning; said point being on the south line of Harry B. Brock, Jr. property; thence continue S 01° 37' 07" W on the west boundary of said Section 26 a distance of 1028.33 feet to the southwest corner of the NW1/4 of the SW1/4 of Section 26; thence S 82° 32' 10" W a distance of 121.36 feet to a point; thence S 65° 11' 47" E a distance of 431.67 feet to a point on the northwest right-of-way of Dunnivant Valley Road, County Highway No. 41; thence N 36° 48' 15" E on the northwest right-of-way of said Dunnivant Valley Road a distance of 1514.25 feet to a point; said point being on the south line of said Harry B. Brock, Jr. property; thence N 89° 23' 25" W on the south line of said Harry B. Brock, Jr. property a distance of 1149.70 feet to the point of beginning.

All lying and being in Section 26 and in Section 27, Township 18 South, Range 1 West, Shelby County, Alabama.

Parcel IV:

A parcel of land situated in the Northwest Quarter and the Southwest Quarter of Section 26, Township 18, Range 1 West, described as commencing at the Northwest corner of said Section 26, thence run South along the West boundary of said Section 26 for a distance of 2517.33 feet, left 90° 00' 00" and run East for 98.02 feet to an iron pin set and the point of beginning of the parcel herein described; thence left 69° 43' 46" and run thence Northeast for a distance of 168.59 feet to an iron pin set; thence right 44° 19' 06" and run Northeast for a distance of 306.98 feet; thence right 40° 52' 06" and run in a Southeast for a distance of 363.40 feet to an iron pin set; thence right 94° 00' 21" and run Southwest for a distance of 123.83 feet to an iron pin set; thence right 24° 04' 35" and run Southwest for a distance of 509.04 feet to an iron pin set; thence right 79° 13' 57" and run Northwest for a distance of 276.77 feet to an iron pin set; thence right 34° 00' 28" and run Northwest for a distance of 155.52 feet to the point of beginning.