

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 |



20160303000067680 1/5 \$37.00
Shelby Cnty Judge of Probate, AL
03/03/2016 09:11:56 AM FILED/CERT

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 Creekside Office, LLC | | | |
| OR | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) |
| 1c. MAILING ADDRESS 120 Bishop Circle | | CITY Pelham | STATE AL |
| | | POSTAL CODE 35124 | 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) |
| 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 First Partners Bank | | | |
| OR | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) |
| 3c. MAILING ADDRESS 2121 Highland Avenue | | CITY Birmingham | STATE AL |
| | | POSTAL CODE 35205 | 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 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 <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): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
54411-75 (County)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

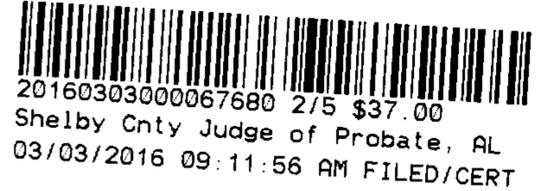
9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Creekside Office, LLC

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:



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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:
See Exhibit A attached hereto.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):
Creekside Office, LLC

16. Additional collateral description:

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction
 Filed in connection with a Public-Finance Transaction

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 the 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 the 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, Improvements, and other Mortgaged Property, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all franchise agreements, 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, Improvements and other Mortgaged Property;

(d) 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, 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 the 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 the Borrower of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Land, 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, 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, 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 hereby 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 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) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and 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 A:

Part of SE 1/4 Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said 1/4 Section; thence run east along the South line of same for 1,826.71 feet; thence 122 deg. 59 min. 53 sec. left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 deg. 18 min. 39 sec. right and run Northeasterly for 152.01 feet; thence 90 deg. 00 min. 00 sec. left and run Northwesterly for 349.02 feet; thence 90 deg. 00 min. 00 sec. left and run Southwesterly for 160.00 feet; thence 88 deg. 41 min. 21 sec. right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 deg. 18 min. 39 sec. right and run Northeasterly along said right of way line for 253.07 feet; thence 14 deg. 02 min. 10 sec. right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a county road; thence 30 deg. 57 min. 50 sec. right and run easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 deg. 00 min. 00 sec. right and run southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 deg. 00 min. 00 sec. left and run northeasterly for 575.98 feet to a point on the westerly right of way line of Oak Mountain State Park Road; thence 86 deg. 19 min. 31 sec. right and run southeasterly along said right of way line for 142.98 feet; thence 22 deg. 07 min. 10 sec. right and run southeasterly along said right of way line for 266.08 feet to the beginning of a curve to the right, said curve having a radius of 3,579.72 feet and subtending a central angle of 03 deg. 16 min. 07 sec.; thence 08 deg. 19 min. 34 sec. right to the chord of said curve and run southerly along the arc of said curve and along said right of way line for 204.22 feet; thence from said chord 09 deg. 37 min. 54 sec. left and run southeasterly along said right of way line for 96.08 feet to the beginning of a curve to the right, said curve having a radius of 3,599.42 feet and subtending a central angel of 02 deg. 19 min. 55 sec.; thence 13 deg. 55 min. 51 sec. right of the chord of said curve and run southerly along the arc of said curve and along said right of way line for 146.49 feet to a point at the intersection of the westerly right of way line of said Oak Mountain State Park Road and the north right of way line of a proposed street; thence from the chord of said curve 97 deg. 35 min. 27 sec. right and run southwesterly along the north right of way line of said proposed street for 300.49 feet to the beginning of a curve to the left, said curve having a radius of 50.00 feet and subtending a central angle of 17 deg; 54 min 41 sec.; thence run southwesterly along the arc of said curve and along said right of way line for 15.63 feet to the end of said curve, said point being the point of beginning of the property herein described; thence from the tangent of said curve 97 deg. 08 min, 18 sec. right and run northwesterly for 210.58 feet to a point on the approximate floodway line of Bishops Creek; thence 121 deg. 47 min. 55 sec. left and run southwesterly along said approximate floodway line for 442.86 feet; thence 87 deg. 23 min. 54 sec. left and run southeasterly for 200.21 feet; thence 92 deg. 36 min. 06 sec. left and run northeasterly for 276.49 feet to a point on the right of way line of said proposed street, said point being on a curve to the right said curve having a radius of 50.00 feet and subtending a central angle of 85 deg. 26 min. 04 sec.; thence 60 deg. 46 min. 27 sec. left to become tangent to said curve and run northeasterly along the arc of said curve and along said proposed right of way line of said proposed street for 74.55 feet to the point of beginning.

Less and except any part of subject property lying within Bishop Creek.

Situated in Shelby County, Alabama.

ALSO:

Beneficial interest in sewer easement described as Parcel C in Instrument #20111116000346010 and as shown by survey of Engineering Design Group, LLC dated March 30, 2012.

