

15002328

9085

Highway
119

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Anthony J. Roselle, Esq. Dentons US LLP 1221 Avenue of the Americas New York, NY 10020</div>

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05/18/2016 03:39:19 PM
UCCCONT 1/6

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 WCTNV LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 14571 Bahama Swallow Blvd	CITY Winter Garden	STATE FL	POSTAL CODE 34787	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 BTNV LLC				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS 14571 Bahama Swallow Blvd	CITY Winter Garden	STATE FL	POSTAL CODE 34787	COUNTRY USA

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 CITIGROUP GLOBAL MARKETS REALTY CORP.				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 388 Greenwich Street, 19th Floor	CITY New York	STATE NY	POSTAL CODE 10013	COUNTRY USA

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

See Rider A and Exhibit A attached hereto and made a part hereof.

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 <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Licensee/Licensors	
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	
8. OPTIONAL FILER REFERENCE DATA: 21420655-000122 Walmart Alabaster	

To be filed with Shelby County, Alabama

International Association of Commercial Administrators

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

MT6. INST# 20160219000052660

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

WCTNV LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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):

16. Description of real estate:

See Exhibit A attached hereto and made a part hereof

Common Property Address: 9085 Highway 119 Alabaster,
Alabama, County of ShelbyTax Parcel Nos. 23-6-14-2-002-017,
23-6-14-2-002-017.002 and 23-6-14-2-002-017.004

17. MISCELLANEOUS:

RIDER A TO UCC-1 FINANCING STATEMENT

All rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "**Property**");

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**")

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien (the "**Debt**") of that certain Mortgage and Security Agreement (the "**Debt**") made by Debtor for the benefit of Secured Party recorded on or about the date of recording or filing hereof (the "**Security Instrument**");

(c) Improvements. The buildings, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "**Leases**") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the "**Insurance Proceeds**");

(h) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the "**Awards**");

(i) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default under the Security Instrument, to receive and collect any sums payable to Debtor thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property including, without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the "**Accounts**");

(n) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation claims (or other claims) or otherwise; and

(o) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (n) above.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Instrument.

EXHIBIT A

DESCRIPTION OF LAND

Common Property Address: 9085 Highway 119 Alabaster, Alabama, County of Shelby

Tax Parcel Nos. 23-6-14-2-002-017, 23-6-14-2-002-017.002 and 23-6-14-2-002-017.004

A parcel of land situated in the South half of the Northwest one-quarter of the Northwest one-quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence run South 00 degrees 25 minutes 40 seconds East along the West line of said Section 14 for a distance of 661.30 feet to a found Beacon capped rebar, said point being the POINT OF BEGINNING; thence leaving the West line of said Section 14, run South 89 degrees 23 minutes 43 seconds East for a distance of 156.81 feet to a found RCFA capped rebar; thence run South 88 degrees 44 minutes 49 seconds East for a distance of 309.94 feet to a found 4" open top; thence run South 23 degrees 14 minutes 38 seconds West for a distance of 199.29 feet to a found 2" open top; thence run South 88 degrees 59 minutes 29 seconds East for a distance of 555.48 feet to a found Beacon capped rebar, said point being on the Westernmost right of way line of Alabama State Highway 119; thence run South 25 degrees 44 minutes 12 seconds West along said Westernmost right of way for a distance of 215.29 feet to an iron pin set, said point being the point of commencement of a curve to the left, said curve having a radius of 3130.00 feet, a central angle of 05 degrees 22 minutes 46 seconds, a chord bearing of South 23 degrees 02 minutes 49 seconds West for a chord distance of 293.77 feet; thence run along arc of said curve and along said Westernmost right of way for a distance of 293.88 feet to a found 1/4" rebar; thence leaving said Westernmost right of way, run North 89 degrees 15 minutes 19 seconds West for a distance of 425.20 feet to an iron pin set, said point being on the Easternmost right of way line of Daisy Lane (40' right of way); thence run North 41 degrees 21 minutes 06 seconds West along said Easternmost right of way for a distance of 84.61 feet to an iron pin set, said point being the point of commencement of a curve to the right, said curve having a radius of 56.24, a central angle of 48 degrees 41 minutes 34 seconds, a chord bearing of North 18 degrees 45 minutes 33 seconds West for a chord distance of 46.37 feet; thence run along arc of said curve and along said Easternmost right of way for a distance of 47.80 feet to an iron pin set, said point being a point on the Northernmost right of way line of said Daisy Lane; thence run North 84 degrees 24 minutes 41 seconds West along said Northernmost right of way for a distance of 5.50 feet to an iron pin set; thence leaving said Northernmost right of way, run North 22 degrees 38 minutes 47 seconds East for a distance of 91.41 feet to a found 1/2" crimp; thence run North 23 degrees 23 minutes 22 seconds East for a distance of 223.01 feet to a found Beacon capped rebar; thence run South 87 degrees 23 minutes 53 seconds West for a distance of 355.48 feet to a found 1/4" rebar, said point being a point on the West line of said Section 14; thence run North 00 degrees 25 minutes 40 seconds West for a distance of 279.20 feet to the POINT OF BEGINNING.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/18/2016 03:39:19 PM
\$39.00 CHERRY
20160518000170320

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text block.