



20160610000202410 1/5 \$38.00
Shelby Cnty Judge of Probate, AL
06/10/2016 03:47:32 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Liz Gibbons
B. E-MAIL CONTACT AT FILER (optional) lgibbons@gibbonsgraham.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Liz Gibbons Gibbons Graham LLC 100 Corporate Parkway, Suite 125 Birmingham, AL 35242

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				
OR				
1b. INDIVIDUAL'S SURNAME Dreher	FIRST PERSONAL NAME Alan	ADDITIONAL NAME(S)/INITIAL(S) J.		SUFFIX
1c. MAILING ADDRESS 3940 Montclair Road	CITY Birmingham	STATE AL	POSTAL CODE 35213	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 Dreher	FIRST PERSONAL NAME Patricia	ADDITIONAL NAME(S)/INITIAL(S) D.		SUFFIX
2c. MAILING ADDRESS 3940 Montclair Road	CITY Birmingham	STATE AL	POSTAL CODE 35213	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 Synovus Bank				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 1132 Broadway, First Floor	CITY Columbus	STATE GA	POSTAL CODE 31801	COUNTRY USA

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

See Schedule A attached hereto.

This financing statement is filed as additional security in connection with a Mortgage and Security Agreement being recorded simultaneously herewith, on which the appropriate mortgage tax has been paid.

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

6b. Check only if applicable and check only 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:

Filed in Shelby County, Alabama re: Alan Dreher loan (SN01-01270)



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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

OR 9b. INDIVIDUAL'S SURNAME

Dreher

FIRST PERSONAL NAME

Alan

ADDITIONAL NAME(S)/INITIAL(S)

J.

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.

17. MISCELLANEOUS:

SCHEDULE "A" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF COLLATERAL)

(a) All of each Debtor's right, title and interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (hereinafter referred to collectively as the "Mortgaged Property"):

(1) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(2) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by any Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");

(3) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by any Debtor; and

(4) All rents, issues, profits, revenues and proceeds of and from the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of any Debtor of, in and to the same.

(b) All of each Debtor's right, title and interest in and to all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due (collectively, the "Rents") under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (and any successor or replacement provision), including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Code in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.



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EXHIBIT A
LEGAL DESCRIPTION

PARCEL I:

Begin at the Southeast corner of the Northeast 1/4 of Section 6, Township 21 South, Range 1 East; thence run westerly along the south boundary of said Northeast 1/4 for 1534.97 feet; thence turn an angle of 90 degrees to the right and run 279.94 feet; thence turn an angle of 90 degrees to the left and run 1091.50 feet to a point on the east right of way line of County Highway 49; thence turn an angle of 89 degrees 15 minutes 29 seconds to the right and run along said right of way for 60.16 feet; thence turn an angle of 1 degree 18 minutes to the right and continue along said right of way for 686.10 feet; thence turn an angle of 1 degree 07 minutes to the left and continue along said right of way for 108.45 feet to a point; thence turn an angle of 90 degrees 51 minutes 23 seconds to the right and run 1301.69 feet; thence turn an angle of 89 degrees 42 minutes 08 seconds to the right and run 405.80 feet; thence turn an angle of 90 degrees to the left and 1318.00 feet; thence turn an angle of 90 degrees to the right and run 130.03 feet; thence turn an angle of 90 degrees 40 minutes to the left and run 874.37 feet; thence turn an angle of 90 degrees 40 minutes to the right and run 400.00 feet; thence turn an angle of 90 degrees 40 minutes to the left and run 445.63 feet; thence turn an angle of 90 degrees 40 minutes to the right and run 392.00 feet; thence turn an angle of 89 degrees 29 minutes to the right and run 476.00 feet; thence turn an angle of 89 degrees 20 minutes to the left and run 732.00 feet; thence turn an angle of 89 degrees 20 minutes to the right and run 844.00 feet; thence turn an angle of 90 degrees 40 minutes to the right and run 732.00 feet to the point of beginning. Said parcel is lying in the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 6, Township 21 South, Range 1 East and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 21 South Range 1 East.

The legal description set forth herein also includes Parcels 1 and II as shown in Map Book 14, Page 117, in the Office of the Judge of Probate of Shelby County, Alabama.

LESS AND EXCEPT:

Commence at the SW corner of the SW 1/4 of the NE 1/4 of Section 6, Township 21 South, Range 1 East; thence run Easterly along the South line thereof for 34.70 feet; thence 89 degrees 43 minutes 48 seconds left run Northerly 916.82 feet to a point on the Easterly right of way of Shelby County Highway #49 and the point of beginning; thence continue along said right of way for 32.57 feet; thence 67 degrees 03 minutes 55 seconds right run Northeasterly 128.74 feet; thence 23 degrees 44 minutes 08 seconds right 85.17 feet to the center of a branch; thence 84 degrees 52 minutes 50 seconds left run Northerly along said branch 22.24 feet; thence 25 degrees 29 seconds right run Northeasterly along said branch 133.34 feet; thence 17 degrees 58 minutes 53 seconds left 205.05 feet; thence 76 degrees 24 minutes 16 seconds right run Easterly 543.06 feet; thence 104 degrees 32 minutes 33 seconds right run Southwesterly 205.16 feet; thence 3 degrees 24 minutes 16 seconds left 189.83 feet; thence 81 degrees 34 minutes 44 seconds right run Westerly 342.70 feet; thence 1 degree 56 minutes left 311.12 feet; thence 23 degrees 44 minutes 08 seconds left for 135.13 feet to the point of beginning.

PARCEL II:

Tract 1:

528 feet off the North end of the Southwest Quarter of the Northwest Quarter of Section 5, Township 21, Range 1 East, Shelby County, Alabama, except a 10 foot strip on the West side for a public road right of way.

Tract 2:

The South Half of the Northwest Quarter of the Northwest Quarter of Section 5, Township 21, Range 1 East, Shelby County, Alabama, except a 10 foot strip on the west side for a public road right of way.

TOGETHER WITH a Non-Exclusive Easement recorded in Inst. #1995-01003.

PARCEL III:

The NE 1/4 of the NW 1/4 and the North 132 feet of the SE 1/4 of the NW 1/4 of Section 5, Township 21 South, Range 1 East, Shelby County, Alabama.


AND:

The SE 1/4 of the SW 1/4 of Section 32, Township 20 South, Range 1 East; the South 1/2 of the NE 1/4 of the SW 1/4 of Section 32, Township 20 South, Range 1 East, Shelby County, Alabama.

TOGETHER WITH an Easement across the following described property:

The East 20 feet of the SW 1/4 of the NW 1/4 of Section 32, Township 20 South, Range 1 East, Shelby County, Alabama, along the existing dirt road to its southern termination. The westerly 20 feet of the N 1/2 of the NE 1/4 of the SW 1/4 and the westerly 20 feet of the south 75 feet of the W 1/2 of the SE 1/4 of the NW 1/4 of Section 32, Township 20 South, Range 1 East.

All being situated in Shelby County, Alabama.


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