

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

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UCC1 1/6

A. NAME & PHONE OF CONTACT AT FILER (optional) Lisa Parker (205) 250-8400
B. E-MAIL CONTACT AT FILER (optional) lparker@najjar.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Najjar Denaburg, P.C. Attn: Lisa Parker 2125 Morris Ave. Birmingham, AL 35203

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 Understand This, Inc.				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 2312 2nd Avenue North	CITY Birmingham	STATE AL	POSTAL CODE 35203	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 Regional Investments, Inc.				
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 SouthPoint Bank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 3500 Colonnade Parkway, Suite 140	CITY Birmingham	STATE AL	POSTAL CODE 35243	COUNTRY USA

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

See attached Schedule "I".

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:					

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Understand This, Inc. and Regional Investments, Inc.

Secured Party/Mortgagee: SouthPoint Bank

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The following (hereinafter "Mortgaged Property"):

a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;

b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;

c) 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, 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 Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the 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 Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's 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;

d) Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights;

e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

g) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

h) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

LEGAL DESCRIPTION

PARCEL I:

OLD DEPOT:

Commence at the SW corner of Lot 1 of Old Town Helena as recorded in Map Book 22, Page 26, in Shelby County, Alabama; thence North 3 degrees 18 minutes 44 seconds West along the Westerly boundary line of Lots 1 - 8 of said Old Town Helena, a distance of 227.17 feet; thence South 86 degrees 41 minutes 16 seconds West a distance of 12 feet to a point, said point being the SW corner of Lot 9 of said Old Town Helena; thence South 69 degrees 33 minutes 59 seconds West a distance of 278.32 feet to the Point of Beginning; thence South 5 degrees 40 minutes 17 seconds West and run a distance of 99.29 feet to the North right of way of Lake Davidson Lane, (50 foot ROW); thence North 84 degrees 19 minutes 43 seconds West and along said right of way, run a distance of 90.0 feet; thence North 5 degrees 40 minutes 17 seconds East and leaving said right of way, run a distance of 99.29 feet; thence South 84 degrees 19 minutes 43 seconds East and run a distance of 90.00 feet to the Point of Beginning.

NEW DEPOT:

Commence at the SW corner of Lot 1 of Old Town Helena as recorded in Map Book 22, Page 26, in Shelby County, Alabama; thence North 3 degrees 18 minutes 44 seconds West along the Westerly boundary line of Lots 1 - 8 of said Old Town Helena, a distance of 222.27 feet; thence South 86 degrees 41 minutes 16 seconds West a distance of 12 feet to a point, said point being the SW corner of Lot 9 of said Old Town Helena; thence South 69 degrees 33 minutes 59 seconds West a distance of 278.32 feet; thence North 84 degrees 19 minutes 43 seconds West and run a distance of 90.0 feet to the Point of Beginning; thence South 5 degrees 40 minutes 17 seconds West and run a distance of 99.29 feet to the North right of way of Lake Davidson Lane, (50 foot ROW); thence North 84 degrees 19 minutes 43 seconds West and along said right of way and run a distance of 49.76 feet to a point of a curve to right having a central angle of 92 degrees 44 minutes 39 seconds a radius of 25 feet and subtended by a chord which bears North 37 degrees 57 minutes 23 seconds West a chord distance of 36.19 feet; thence along the arc of said curve run a distance of 40.97 feet to the end of said curve and a point lying on the Easterly right of way of Alabama Highway No. 261, (80 foot ROW); thence North 7 degrees 34 minutes 34 seconds East and along said right of way run a distance of 73.13 feet; thence South 84 degrees 19 minutes 43 seconds East and leaving said right of way, run a distance of 72.30 feet to the Point of Beginning.

Old Depot and New Depot being situated in the SE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama.

PARCEL II:

Lots 5, 6, 7, 8, 9, 10 and 11, in Block 14, according to the Map of the Town of Helena, Alabama, as recorded in Map Book 3, Page 121, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL III:

Lots 1, 2, 3 and 4, in Block 14, according to the Map of the Town of Helena, Alabama, as recorded in Map Book 3, Page 121, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL IV:

Lot No. 16 on North side of Buck Creek lying between Buck Creek Alley and A.B. & O.R.R. Begins at Southeast corner of said lot and run Northerly 240 feet to A.B. & O.R.R. right of way; thence Westerly along said right of way 93 feet; thence South 240 feet to said Buck Creek Alley; thence East along said alley 93 feet to point of beginning, being a part of the Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) of Section 15, Township 20, Range 3 West, Shelby County, Alabama.

PARCEL V:

A parcel of land situated in Section 15, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Intersection of the South right-of-way of an alley and the West right-of-way of State Highway No. 261; thence run West along said alley right of way a distance of 349.49 feet, (355.09' Meas.), to the POINT OF BEGINNING; thence continue Westerly along last course a distance of 40.00 feet; thence turn 90 degrees 27 minutes 02 seconds and run Southerly 270 feet, (249.55' Meas.), to a point on the North bank of Buck Creek; thence left 78 degrees 41 minutes 55 seconds and run Southeasterly along the North side of said creek 40 feet, (40.79' Meas.); thence turn left 101 degrees 18 minutes 05 seconds and run Northerly 257.71 feet, (257.23' Meas.), to the POINT OF BEGINNING.

PARCEL VI:

A parcel of land situated in Section 15, Township 20 South, Range 3 West, Shelby County, Alabama; described as follows:

Commence at the SW corner of said Section 15; thence run North along the West section line 3707.30 feet; thence turn right 108 degrees 58 minutes 39 seconds and run Southwest 1187.83 feet to a point on the North bank of Buck Creek and the Point of Beginning; thence turn left 101 degrees 17 minutes 55 seconds and run North 257.71 feet to the South side of a 20 foot alley; thence turn right 90 degrees 27 minutes 2 seconds and run East along said alley 63.34 feet; thence turn right 90 degrees 0 minutes 0 seconds and run South 269.45 feet to a point on the North bank of Buck Creek; thence turn right 100 degrees 50 minutes 53 seconds and run Northwest along the North side of said creek 62.42 feet, more or less, to the point of beginning.

PARCEL VII:

newly subdivided

A parcel of land situated in Section 15, Township 20 South, Range 3 West, Shelby County, Alabama; described as follows:

by County Order (NW 1/4) of Section

Commence at the SW corner of said Section 15; thence run North along the West section line 3707.30 Feet; thence turn right 108 degrees 58 minutes 39 seconds and run Southeast 1250.25 feet to a point on the North bank of Buck Creek and the Point of Beginning; thence turn left 100 degrees 50 minutes 53 seconds and run North 269.45 feet to the South side of a 20 foot paved alley; thence turn right 90 degrees 00 minutes 00 seconds and run East along said alley 278.15 feet to a point on the West right of way of Alabama Highway No. 261; thence turn right 97 degrees 03 minutes 04 seconds and run South along said right of way 317.68 feet to the North bank of Buck Creek; thence run West along the North side of said creek 243.50 feet, more or less, to the point of beginning.

All being situated in Shelby County, Alabama.

PARCEL VIII:

Commence at the NW corner of the SW 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West; thence run South 00 degrees 00 minutes 00 seconds East along the West line of said 1/4 - 1/4 section for 266.87 feet; thence run South 71 degrees 04 minutes 26 seconds East for 1190.64 feet; thence run North 07 degrees 38 minutes 38 seconds East for 257.23 feet; thence run North 81 degrees 55 minutes 19 seconds West for 101.34 feet to the Southerly right of way of the CSX Railroad; thence South 77 degrees 37 minutes 23 seconds West along said right of way for 33.69 feet to the Point of Beginning; thence run South 76 degrees 31 minutes 03 seconds West for 124.28 feet; thence run South 07 degrees 37 minutes 29 seconds West for 75.00 feet; thence run

South 74 degrees 53 minutes 38 seconds West for 100 feet; thence run North 07 degrees 37 minutes 29 seconds East for 75.00 feet; thence run South 73 degrees 42 minutes 17 seconds West for 92.13 feet; thence run South 72 degrees 37 minutes 54 seconds West for 226.40 feet; thence run South 00 degrees 00 minutes 00 seconds East for 190.79 feet; thence run North 51 degrees 44 minutes 01 seconds East for 158.86 feet; thence run North 79 degrees 53 minutes 03 seconds East for 117.53 feet; thence run South 88 degrees 38 minutes 14 seconds East for 251.27 feet; thence run North 07 degrees 37 minutes 29 seconds East for 228.23 feet to the Point of Beginning. Situated in Shelby County, Alabama.

PARCEL IX:

Commence at the NW corner of the SW 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West; thence run South 00 degrees 00 minutes 00 seconds East along the West line of said 1/4 - 1/4 section for 266.87 feet; thence run South 71 degrees 04 minutes 26 seconds East for 1190.64 feet; thence run North 07 degrees 38 minutes 38 seconds East for 257.23 feet; thence run North 81 degrees 55 minutes 19 seconds West for 101.34 feet to the Southerly right of way of the CSX Railroad; thence South 77 degrees 37 minutes 23 seconds West along said right of way for 33.69 feet; thence run South 76 degrees 31 minutes 03 seconds West for 124.28 feet to the point of beginning; thence run South 07 degrees 37 minutes 29 seconds West for 75.00 feet; thence run South 74 degrees 53 minutes 38 seconds West for 100.00 feet; thence run North 07 degrees 37 minutes 29 seconds East for 75.00 feet; thence run North 74 degrees 53 minutes 38 seconds East for 100.00 feet to the Point of Beginning.

Situated in Shelby County, Alabama.

PARCEL X:

Commence at a point where the South boundary of the AB&ARR Railroad right of way crosses the land line between the SE 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 15, Township 20, Range 3 West and run thence South along said land line 60 feet to an alley, (made by agreement); run thence in a Westerly direction along said alley a distance of 80 feet to the point of beginning of land herein conveyed; thence continue in the same direction Westerly along said alley a distance of 100 feet to the right of way of the AB&ARR Railroad; thence run Easterly along said railroad right of way to a point which is 80 feet from the Eastern boundary of said 1/4 - 1/4 section on a line parallel to the alley herein referred to, (which said point is also the NW corner of lot being this day conveyed to John A. Sharp and Mary Ella Sharp); thence turn to the right and run Southerly parallel with the Eastern boundary of said 1/4 - 1/4 section to the point of beginning.

Situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/16/2016 02:30:10 PM
\$40.00 DEBBIE
20160916000339540