



20161003000360260 1/8 \$44.00  
Shelby Cnty Judge of Probate, AL  
10/03/2016 10:38:03 AM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>JAY F. PUMROY, ESQ. (256) 236-4222</b>
B. E-MAIL CONTACT AT FILER (optional) <b>johnseyl@wdpj-atty.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"><b>WILSON, DILLON, PUMROY &amp; JAMES, L.L.C.</b> <b>ATTN.: JAY F. PUMROY, ESQ.</b> <b>POST OFFICE BOX 2333</b> <b>ANNISTON, ALABAMA 36202-2333</b></div>

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)

OR	1a. ORGANIZATION'S NAME <b>HAMNER LAND COMPANY, LLC</b>			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>34616 HIGHWAY 25 SOUTH</b>		CITY <b>HARPERSVILLE</b>	STATE <b>AL</b>	POSTAL CODE <b>35078</b>
				COUNTRY <b>USA</b>

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)

OR	2a. ORGANIZATION'S NAME			
	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)

OR	3a. ORGANIZATION'S NAME <b>SOUTHERN STATES BANK</b>			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>615 QUINTARD AVENUE</b>		CITY <b>ANNISTON</b>	STATE <b>AL</b>	POSTAL CODE <b>36201</b>
				COUNTRY <b>USA</b>

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

**ALL OF THE IMPROVEMENTS, EQUIPMENT, FIXTURES, CONTRACT RIGHTS, GENERAL INTANGIBLES AND TANGIBLE PERSONAL PROPERTY OF EVERY KIND OR NATURE NOW OWNED OR HEREAFTER ACQUIRED BY DEBTOR RELATING TO THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND LOCATED THEREON AND ALL ADDITIONS, REPLACEMENTS AND PROCEEDS THEREOF INCLUDING, BUT NOT LIMITED TO, THE ITEMS SET FORTH ON SCHEDULE A ATTACHED HERETO RELATING TO THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" AND LOCATED THEREON.**

**THIS UCC FINANCING STATEMENT IS GIVEN AS ADDITIONAL SECURITY FOR THE INDEBTEDNESS SECURED BY THAT MORTGAGE AND SECURITY AGREEMENT FROM DEBTOR TO SECURED PARTY IN THE AMOUNT OF \$800,000.00 DATED SEPTEMBER 30, 2016, AND RECORDED CONCURRENTLY HERewith AS INSTRUMENT NO. 20161003000360250.**

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**FILE IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

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	
HAMNER LAND COMPANY, LLC	
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
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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
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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)

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

SAME AS DEBTOR.

14. This FINANCING STATEMENT:

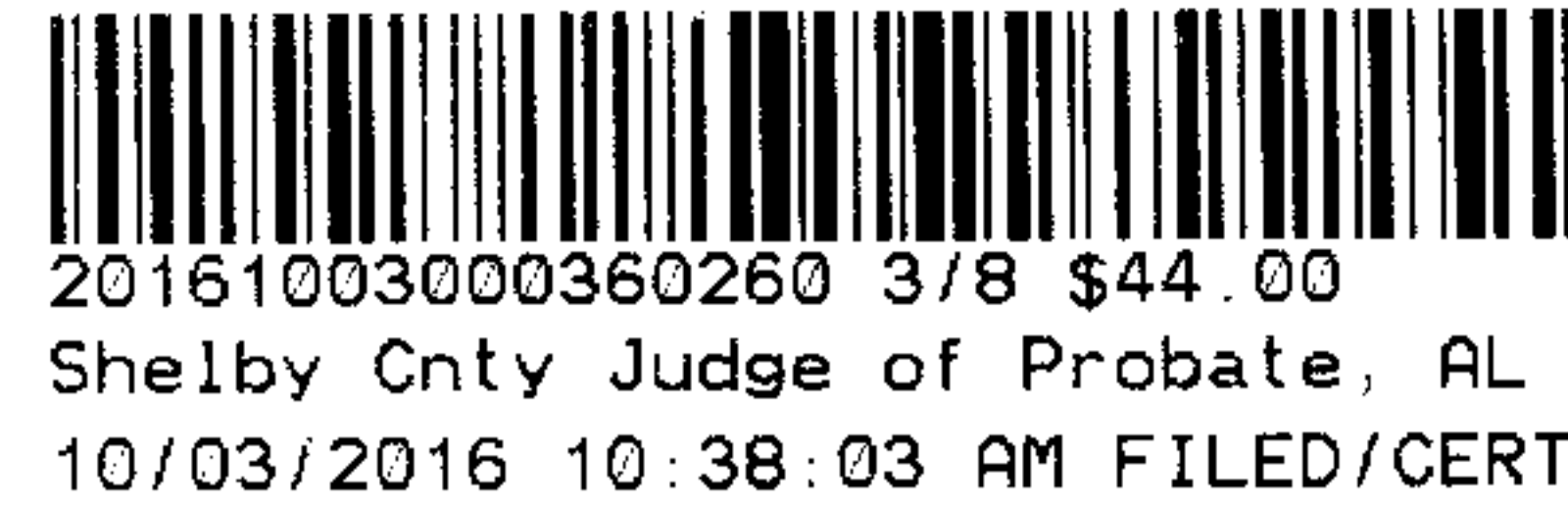
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

16. Description of real estate:

SEE ATTACHED EXHIBIT "A".

17. MISCELLANEOUS:

Exhibit "A"



Parcel One:

A tract of land located in the South 1/2 of Section 16, in the East 1/2 of Section 20 and in Section 21, all in Township 20 South, Range 2 East, Shelby County, Alabama, described as follows:

Commence at the NW corner of Section 21, Township 20 South, Range 2 East, Shelby County, Alabama; thence run East along the North line of said Section 21 for a distance of 310.72 feet, more or less, to the Southeasterly R/W of Shelby County Highway #76 and being the true point of beginning; thence  $25^{\circ}14'$  left run Northeasterly along said Southeasterly R/W of Shelby County Highway #76 for a distance of 1,752.0 feet; thence  $112^{\circ}36'30''$  right run Southerly for a distance of 202.31 feet; thence  $110^{\circ}44'30''$  left for a distance of 419.84 feet; thence  $69^{\circ}53'35''$  left run Northerly for a distance of 209.85 feet, more or less, to the Southeasterly R/W of said Highway #76 and a curve concaved to the right (having a central angel of  $10^{\circ}22'39''$  and a radius of 2046.92 feet); thence  $72^{\circ}21'05''$  right to tangent of said curve, run along the arc thereof for a distance of 370.74 feet to a fence; thence  $99^{\circ}41'47''$  right from tangent of said curve run South for a distance of 1,021.17 feet to the NE corner of the NW1/4 of said Section 21; thence  $89^{\circ}09'05''$  left run East along the North line of the NE1/4 of said Section 21 for a distance of 2,162.45 feet to the 398 contour of Lay Lake (Coosa River); thence  $87^{\circ}25'27''$  right run Southerly along said contour a cord distance of 4,627.02 feet; thence  $81^{\circ}49'14''$  right from said cord run a distance of 1,345.16 feet; thence  $99^{\circ}35'33''$  right run North for a distance of 1,061.95 feet; thence  $101^{\circ}46'38''$  left run a distance of 61.29 feet; thence  $78^{\circ}13'22''$  left run West for a distance of 1,504.44 feet to the South line of said Section 21; thence  $90^{\circ}48'48''$  right run West for a distance of 3,592.19 feet to the SW corner of said Section 21; thence continue West along the South line of the SE1/4 of the SE1/4 of Section 20, Township 20 South; Range 2 East, for a distance of 41.62 feet, more or less, to the Easterly R/W of Alabama State Highway #25; thence  $85^{\circ}30'32''$  right run Northerly along said Easterly R/W of Alabama State Highway #25 for a distance of 4,502.32 feet to a curve to the right (having a central angle of  $2^{\circ}01'34''$  and a radius of 3418.4 feet); thence run along said curve for a distance of 120.88 feet to the Southeasterly R/W of Shelby County Highway #76 and a curve to the right (having a central angle of  $62^{\circ}12'13''$  and a radius of 714.98 feet); thence run along said curve for a distance of 776.23 feet; thence continue along said Southeasterly R/W of Shelby County Highway #76 and tangent of said curve for a distance of 304.63 feet, more or less, to the point of beginning; containing 559 acres, more or less, and situated, lying and being in Shelby County, Alabama.

Parcel Two:

A tract of land located in Section 16, Township 20 South, Range 2 East, Shelby County, Alabama, described as follows:

Begin of the NE corner of the SW/14 of the SW1/4 of Section 16, Township 20 South, Range 2 East, Shelby County, Alabama; thence run Westerly along the North line of said SW/14 of the SW1/4 for a distance of 2,421.31 feet, more or less, to the Easterly R/W of Alabama State Highway #25; thence  $78^{\circ}26'07''$  left run Southerly along said Easterly R/W of Alabama State Highway #25 for a distance of 2,098.76 feet; thence  $101^{\circ}56'12''$  left run Easterly 454.13 feet;

thence  $90^{\circ}00'$  right run Southerly 541.15 feet, more or less, to the Northerly R/W of Shelby County Highway #76; thence  $114^{\circ}53'34''$  left run Northeasterly along said the Northerly R/W of Shelby County Highway #76 for a distance of 2,045.68 feet to a curve to right (having a radius of 2126.92 feet and a central angle of  $15^{\circ}02'46''$ ); thence run along said curve and Northerly R/W of Shelby County Highway #76 for a distance of 558.53 feet, more or less, to the East line of said SW/14 of the SW1/4; thence  $72^{\circ}07'02''$  left from chord of said curve run Northerly for a distance of 1,551.56 feet, more or less, to the point of beginning; containing 123.16 acres, more or less, and situated, lying and being in Shelby County, Alabama.



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## SCHEDULE A

This financing statement covers the following types (or items) of property (the “Collateral”):

1. Accounts.

All of Debtor’s accounts as defined in Article 9A of the Uniform Commercial Code-Secured Transactions of the Code of Alabama (1975, as amended) including, but not limited to, accounts receivable, documents, chattel paper, instruments, contract rights, general intangibles and choses in action.

2. Inventory.

All of Debtor’s inventory as defined in Article 9A of the Uniform Commercial Code-Secured Transactions of the Code of Alabama (1975, as amended) including, but not limited to, all goods, raw materials, work in process, finished goods, tangible property, stock in trade, wares and merchandise used in or sold in the ordinary course of Debtor’s business, including goods whose sale or other disposition by Debtor gives rise to any accounts receivable and any goods which may have been returned to or repossessed or stopped in transit by Debtor.

3. Improvements.

The buildings, structures, improvements and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit “A” attached hereto (the “Property”), including any future replacements, facilities and additions and other construction on the Property (the “Improvements”);

4. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the

“Goods”);

5. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “Fixtures”) under the laws of the jurisdiction in which the Property is located (the “Property Jurisdiction”);

6. Personalty.

All goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Property or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or the Improvements, including all governmental permits relating to any activities on the Property (the “Personalty”);

7. Other Rights.

All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the “Other Rights”);

8. Insurance Proceeds.

All insurance policies relating to the Property or the Collateral (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Collateral, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements (the “Insurance Proceeds”);

9. Awards.

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property or the Collateral, whether direct or indirect (a “Condemnation Action”), (b) any damage to the Property or the Collateral caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the “Awards”);

10. Contracts.

All contracts, options and other agreements for the use and operation of the Improvements located on the Property (including all franchise agreements to the extent assignable), the sale of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "Contracts");

11. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Property or the Collateral, whether now due, past due, or to become due, and tenant security deposits (the "Rents");

12. Leases.

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property or the Collateral, or any portion of the Property or the Collateral (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "Leases") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

13. Other.

All earnings, royalties, accounts receivable, issues and profits from the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral, and all undisbursed proceeds of the loan secured by the Mortgage (as defined in the Note) upon the Property and Improvements (the "Security Instrument");

14. Imposition Deposits.

Deposits held by the Secured Party (the "Imposition Deposits") to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or the Collateral, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Property, the Collateral or the Improvements or any taxes upon any of the documents evidencing or security the loan secured by the Loan Documents, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or the Collateral, to prevent the imposition of liens on the Property or the Collateral, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "Impositions");



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15. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

16. Guest or Occupant Security Deposits.

All guest or occupant security deposits;

17. Names.

All names under or by which the Property or any of the above Collateral may be operated or known, and all trademarks, trade names, and goodwill relating to the Property or any of the Collateral;

18. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

19. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above or following assets into cash or liquidated claims, and the right to collect such proceeds (the "Other Proceeds") together with all insurance proceeds payable as a result of loss or damage to any of the Collateral;

20. Mineral Rights.

All of Borrower's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.



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