



20161021000387440 1/6 \$40.00
Shelby Cnty Judge of Probate, AL
10/21/2016 09:49:58 AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) J. Corbitt Tate
B. E-MAIL CONTACT AT FILER (optional) ctate@balch.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;">J. Corbitt Tate Balch & Bingham LLC 1901 Sixth Avenue North, Suite 1500 Birmingham, AL 35203</div>

County Division Code: AL040
Inst. # 2016109965 Pages: 1 of 6
I certify this instrument filed on
10/20/2016 9:26 AM Doc: UCC 7
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$41.00

Clerk: PEEPLESC

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 Stelie, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 401 Southgate Drive				
CITY Pelhan		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)		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 Compass Bank				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 15 South 20th Street				
CITY Birmingham		STATE AL	POSTAL CODE 35233	COUNTRY USA

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

All that collateral more particularly described in Exhibit A, attached hereto and made a part hereof.

5 pages attached (Addendum, Exhibit A and Exhibit B).

Some or all of the personal property described on Exhibit A is or may become fixtures on the real property described on Exhibit B.

Note: This financing statement is recorded as additional security for a mortgage recorded simultaneously herewith upon which recording taxes have been paid.

Instrument # 2016109964

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:

File with the Jefferson and Shelby County Judges of Probate.

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

Stelie, 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

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):


Record Owner: Debtor

16. Description of real estate:

Real property described on Exhibit B, attached hereto and made a part hereof

17. MISCELLANEOUS:

EXHIBIT A


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Description of Collateral

The following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of the Secured Party or hereafter acquired by the Debtor, as the same may be constituted from time to time is hereinafter sometimes referred to as the “**Collateral**”) to-wit:

- (a) All that tract or parcel or parcels of land and estates particularly described on **Exhibit B** 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 now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, 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 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 UCC), general intangibles, goods, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all 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 and Improvements;
- (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 Debtor, 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 Debtor of, in and to the same, including but not limited to:
 - (i) All rents, royalties, profits, issues and revenues of the Land and Improvements 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 Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party hereby is authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party 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;
- (f) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above.



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EXHIBIT B

Description of Land

Parcel A:

The following property situated in Jefferson County, Alabama:

Lot 6, in Block 21, according to the Survey of Bessemer Coal, Iron & Land Company's Addition to East Edgewood, as recorded in Map Book 15, Page 33, in the Probate Office of Jefferson County, Alabama, except a rectangle of 12 feet by 22 feet in the southeast corner of said lot, more particularly described as beginning at the southeast corner of said Lot 6, and run north along the east line of said lot, 22 feet; thence west and parallel to the south line of said lot, 12 feet; thence south and parallel to the east line of said lot, 22 feet to the south line of the said Lot 6; thence east along said south line 12 feet to the point of beginning.

Parcel B (being compromised of Parcel 1 and Parcel 2 described below):

The following property situated in Jefferson County, Alabama:


Parcel 1:

Lot 2, according to the Survey of First Addition to Edgewood Gardens, as recorded in Map Book 24, page 78, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Parcel 2:

All that portion of the Private Park shown on map of First Addition to Edgewood Gardens, as recorded in Map Book 24, Page 78, in the Office of the Judge of Probate of Jefferson County, Alabama that lies immediately in front of and between the extension of the East and West line of Lot 2 in said survey, if said lines were extended North of Oxmoor Road.

[Continued on following page.]


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Parcel C:

The following property situated in Shelby County, Alabama:

Commence at the Northwest corner of the Southeast $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and run in a Easterly direction along the North line of said Section a distance of 329.55 feet to a point, said point lying on the Southwesterly boundary line of Cahaba Valley Park North, as recorded in Map Book 13, Pages 140a and 140b, in the Office of the Judge of Probate of Shelby County, Alabama; thence turn a deflection angle of 60 degrees, 17 minutes, 38 seconds to the right and run in a Southeasterly direction along said boundary line of Cahaba Valley Park North a distance of 1010.09 feet to a point, said point being an iron pin found at the Northeast corner of the real property that described in Instrument #1994-08119, as recorded in the Probate Office of Shelby County, Alabama; thence turn a deflection angle of 88 degrees, 06 minutes, 12 seconds and run to the right in a Southwesterly direction on a line that is 250 feet Northwest of the Northwesterly right of way line of Alabama Highway No. 119, a distance of 983.20 feet to a point; thence turn a deflection angle to the right of 93 degrees, 32 minutes, 32 seconds and run to the right in a Northwesterly direction a distance of 279.20 feet to a point, said point being the Point of Beginning of the parcel herein described; thence continue along last described course in a Northwesterly direction 110.21 feet to a point; thence turn an interior angle of 93 degrees, 32 minutes, 32 seconds and run to the right in a Northeasterly direction a distance of 394.89 feet to a point, said point being on the Southwesterly right of way line of Southgate Drive, as recorded in Map Book 20, Page 98, in the Office of the Judge of Probate of Shelby County; thence turn an interior angle of 88 degrees, 06 minutes, 12 seconds and run to the right in a Southeasterly direction along said right of way, a distance of 110.06 feet to a point; thence turn an interior angle of 91 degrees, 53 minutes, 48 seconds and run to the right in a Southwesterly direction a distance of 398.06 feet to the Point of Beginning.



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