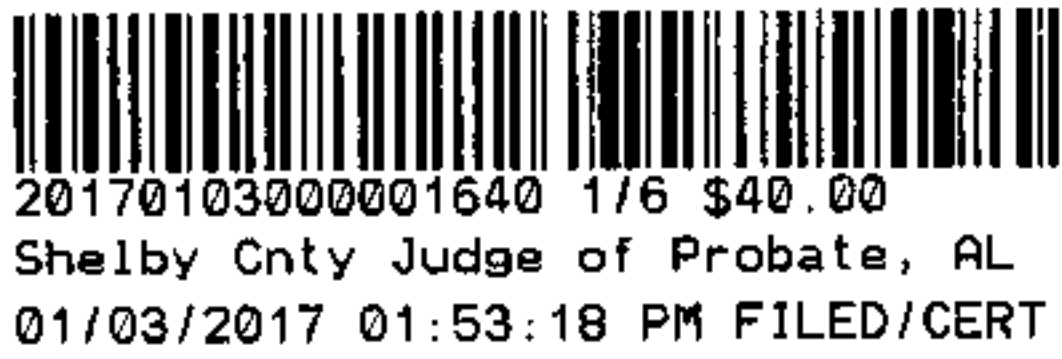




UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Lorrie Maples Parker, Esquire (205) 803-1100
B. SEND ACKNOWLEDGMENT TO: (Name and Address) The Parker Law Firm, LLC 500 Office Park Drive Suite 100 Birmingham, Alabama 35223



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S LAST NAME Brannen		FIRST NAME Lesley	MIDDLE NAME Kemmm	SUFFIX
1c. MAILING ADDRESS 34920 US Highway 280			CITY Sylacauga	STATE AL	POSTAL CODE 35150-7404
			COUNTRY USA		
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
				<input checked="" type="checkbox"/> NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names					
2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
					COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME Branch Banking and Trust Company					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 2501 20th Place South			CITY Birmingham	STATE AL	POSTAL CODE 35223-1723
					COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

That certain real property described in Exhibit "A" attached hereto and made a part hereof.
Together with a separate and additional security interest in and to the collateral as described in Exhibit "B" attached hereto and made a part hereof.

This UCC-1 is being recorded simultaneously with that certain Mortgage of Real Estate and Security Agreement from Lesley Kemmm Brannen (referred to as "Borrower") to Branch Banking and Trust Company ("Lender") dated December 29, 2016 recorded on the 31st day of January, 20 17, in Instrument No. 20170103000001640, in the Probate Office of Shelby County, Alabama; and
This UCC-1 is being recorded simultaneously with that certain Mortgage of Real Estate and Security Agreement from Lesley Kemmm Brannen (referred to as "Borrower") to Branch Banking and Trust Company ("Lender") dated December 29, 2016 recorded on the _____ day of _____, 20 _____, in Instrument No. _____, in the Probate Office of Coosa County, Alabama; and

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]		All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>			
8. OPTIONAL FILER REFERENCE DATA 2013.067						

EXHIBIT "A"
LEGAL DESCRIPTION

Shelby County Property:

Commence at a 2-inch pipe in place accepted as the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 85° 42' 40" West along the North boundary of said 1/4 - 1/4 Section for a distance of 544.77 feet to a 1/2-inch rebar in place; thence proceed South 04° 07' 33" East for a distance of 30.0 feet to a 1/2-inch rebar in place; thence proceed South 85° 38' 06" West for a distance of 70.54 feet (set 1/2-inch rebar), said point being the Point of Beginning; from this beginning point continue South 85° 38' 06" West for a distance of 129.45 feet to a 1/2-inch rebar in place; thence proceed North 04° 17' 58" West for a distance of 29.94 Feet to a 1/2-inch rebar in place; thence proceed South 85° 42' 40" West for a distance of 142.05 feet to a point on the Easterly right of way of Shelby County Road No. 440; thence proceed South 37° 33' 05" West along the Easterly right of way of said road for a distance of 67.11 feet; thence proceed North 85° 42' 40" East for a distance of 41.13 feet; thence proceed South 00° 10' 38" West for a distance of 1,141.84 feet (set 1/2-inch rebar) to a point on the Northerly right of way of U.S. Highway 280; thence proceed South 87° 24' 08" East along the Northerly right of way of said highway for a distance of 272.96 feet (set 1/2-inch rebar); thence proceed North 00° 10' 38" East for a distance of 1,195.07 feet to the Point of Beginning. Property situated in the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama.

Coosa County Property:

Parcel 1

Commence at a found iron pin being the accepted Northwest corner of the Northeast 1/4 of Section 24, Township 23 North, Range 20 East, Coosa County, Alabama; thence South 76° 02' 54" West for 497.63 feet to a set iron pin and the Point of Beginning; thence along the Northerly railroad right of way for North 81° 44' 46" West for 873.33 feet to a found iron pin; thence leaving said right of way North 00° 04' 42" East for 704.48 feet to a set iron pin; thence North 89° 58' 12" East for 859.19 feet to a set iron pin; thence South 00° 17' 05" East for 830.32 feet and back to the Point of Beginning.

Driveway Easement: Commencing at the Southeast corner of Parcel I North 00° 17' 05" West for 26.73 feet to the Point of Beginning of a centerline for a 20 feet wide driveway easement; thence North 75° 11' 04" West for 59.12 feet; thence North 70° 09' 13" West for 89.68 feet; thence North 59° 19' 31" West for 17.43 feet; thence South 59° 44' 37" West for 36.60 feet; thence South 03° 03' 10" West for 197.86 feet; thence South 09° 10' 34" West for 114.00 feet to the Northerly right of way of U.S. Highway 280.




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Shelby Cnty Judge of Probate, AL
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EXHIBIT "A" CONTINUED
LEGAL DESCRIPTION


Parcel II

Commence at a found iron pin being the accepted Northwest corner of the Northeast 1/4 of Section 24, Township 23 North, Range 20 East, Coosa County, Alabama; thence South 75° 02' 54" West for 497.63 feet to a set iron pin on the Northerly Railroad Right-of-way; thence crossing said Right-of-way South 00° 17' 05" East for 151.68 feet to a found iron pin on the Southerly Railroad Right-of-way and the Point of Beginning; thence South 15° 40' 19" West for 180.00 feet to a set iron pin on the Northerly Right-of-way of U. S. Highway 280; thence along said Right-of-way North 65° 20' 41" West for 399.47 feet to a found iron pin; thence leaving said Right-of-way North 79° 04' 35" East for 200.00 feet to a found iron pin on the Southerly Railroad Right-of-way ; thence along said Right-of-way South 81° 44' 44" East for 217.55 feet and back to the Point of Beginning.

Utility Easements: Parcel one is subject to a 100 feet wide Alabama Power Transmission Easement as shown on Plat, Parcel One and Parcel Two are subject to overhead power line easements and may be subject to underground utility easements now shown on plat.



LESLEY K. BRANNEN AKA LESLEY KEMM
BRANNEN



JEANNE BRANNEN



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Shelby Cnty Judge of Probate, AL
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EXHIBIT "B"
TO
FINANCING STATEMENT (UCC-1)

DEBTOR/MORTGAGOR: Lesley K. Brannen a/k/a Lesley Kemm Brannen and Jeanne Brannen

SECURED PARTY/MORTGAGEE: Branch Banking and Trust Company

The following (hereinafter "Mortgaged Property"):

- a. The Lands which are situated in Shelby County, Alabama and in Coosa County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b. Together with all building, 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 furnishing 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, 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;



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Shelby Cnty Judge of Probate, AL
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EXHIBIT "B" continued
TO
FINANCING STATEMENT (UCC-1)

- 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 and 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 untenably 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 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;



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Shelby Cnty Judge of Probate, AL
01/03/2017 01:53:18 PM FILED/CERT

EXHIBIT "B" continued
TO
FINANCING STATEMENT (UCC-1)

- 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 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.
- k. 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 real or personal.



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