

20170302000072020
03/02/2017 09:53:33 AM
UCC1 1/5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Cheryl Ham (205) 879-5959
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Cheryl Ham CORLEY MONCUS, P.C. 728 Shades Creek Pkwy., Suite 100 Birmingham, AL 35209

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 NEWCASTLE DEVELOPMENT, LLC						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 3978 Parkwood Road Southwest			CITY Bessemer	STATE AL	POSTAL CODE 35022	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 SERVISFIRST BANK						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 850 Shades Creek Parkway, Suite 200			CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

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

All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquire by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH AN AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT BEING FILED SIMULTANEOUSLY HERewith, ON WHICH THE APPROPRIATE MORTGAGE TAX IS BEING PAID.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative					
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing		
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser					
8. OPTIONAL FILER REFERENCE DATA:					

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

NEWCASTLE DEVELOPMENT, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

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 attached Exhibit "A".

17. MISCELLANEOUS:

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

All that tract or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Property, and all fixtures, machinery, equipment, furniture, furnishings, and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or 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 and replacements to any of the foregoing.

All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the real estate described herein, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located, including, but without limitation, all lumber and lumber products, bricks, building stones, and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property herein above described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by 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 Debtor of, in and to the same, including but not limited to:

All rents, profits, issues, and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues, and profits thereof; and

All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.

EXHIBIT "A"

A parcel of land situated in Sections 5, 7, and 8, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a cross at the SW corner of the SE 1/4 of the SW 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence N 07°52'52" E a distance of 125.49 feet to a point; thence S 88°21'30" E a distance of 84.09 feet to a point on the southwestern right-of-way of Eagle Point Drive, said point also being a point on a non-tangent curve to the right having a central angle of 06°31'41" and a radius of 445.00 feet, said curve subtended by a chord bearing N 07°15'28" E and a chord distance of 50.67 feet; thence along the arc of said curve and along said right-of-way a distance of 50.70 feet; thence N 10°31'18" E along said right-of-way a distance of 106.28 feet to a point of curve to the left having a central angle of 101°36'07" and a radius of 270.00 feet, said curve subtended by a chord bearing N 40°16'46" W and a chord distance of 418.48 feet; thence along the arc of said curve and along said right-of-way a distance of 478.79 feet to a point; thence S 88°55'11" W along said right-of-way a distance of 629.71 feet to a point of curve to the left having a central angle of 49°52'28" and a radius of 398.90 feet, said curve subtended by a chord bearing S 63°58'57" W and a chord distance of 336.37 feet; thence along the arc of said curve and along said right-of-way a distance of 347.23 feet to a point; thence S 39°02'42" W along said right-of-way a distance of 108.74 feet to a point; thence S 27°49'31" W and leaving said right-of-way a distance of 384.55 feet to a point; thence S 39°24'53" W along the eastern line of lot 30 of Eagle Point 12th Sector Phase I as recorded in Map Book 22 Page 433 in the office of the Judge of Probate in Shelby County, Alabama, a distance of 150.77 feet to a point; thence S 32°45'09" W along said lot 30 and lot A of Resurvey Lots 1 & 2 Eagle Point 12th Sector Phase I as recorded in Map Book 31 Page 133, a distance of 238.27 feet to a point; thence S 16°50'10" W along said Lot A and Lot 3 of Eagle Point 12th Sector Phase I, a distance of 179.02 feet to a point; thence S 71°52'25" E a distance of 369.43 feet to a point; thence S 56°32'34" E a distance of 48.01 feet to a point; thence S 27°08'36" W a distance of 199.74 feet to a point; thence S 62°51'24" E a distance of 149.87 feet to a point; thence S 83°30'52" E a distance of 66.10 feet to a point; thence S 84°18'19" E a distance of 160.00 feet to a point; thence S 05°41'41" W a distance of 10.00 feet to a point; thence S 88°21'22" E a distance of 71.74 feet to a point; thence N 81°41'33" E a distance of 237.25 feet to a point; thence N 08°18'27" W a distance of 10.00 feet to a point; thence N 81°41'33" E a distance of 85.90 feet to a point; thence N 87°38'26" E a distance of 88.81 feet to a point; thence N 90°00'00" E a distance of 82.07 feet to a point; thence N 00°55'30" E a distance of 101.92 feet to a point; thence N 45°37'43" E a distance of 197.86 feet to a point; thence N 47°26'59" E a distance of 99.78 feet to a point; thence N 57°38'23" W a distance of 221.37 feet to a point; thence N 50°42'32" W a distance of 65.82 feet to a point; thence N 35°41'34" E a distance of 377.45 feet to a point; thence N 70°35'14" E a distance of 193.87 feet to the POINT OF BEGINNING.

Together with a non-exclusive easement as set out in that Easement from Highpointe Investments, LLC in favor of Newcastle Development, LLC, as recorded in 20160620000210340, Shelby County Probate Office, Alabama, for ingress, egress, utilities and drainage to be used as an access road or right of way over the following described property strip of land, commonly referred to as an extension of "Eagle Point Parkway" to-wit:

A parcel of land situated in the SW 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a cross at the SW corner of the SE 1/4 of the SW 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence N 07°52'52" E a distance of 125.49 feet to a point; thence S 88°21'30" E a distance of 84.09 feet to a point on the westerly right-of-way of Eagle Point Drive said point also being on a non-tangent curve to the left having a central angle of 21°34'54" and a radius of 445.00 feet, said curve subtended by a chord bearing S 06°47'50" E and a chord distance of 166.63 feet; thence along the arc of said curve and along said right-of-way a distance of 167.62 feet to a point; thence S 17°35'17" E a distance of 254.22 feet to the POINT OF BEGINNING, said point also being a point of curve to the right having a central angle of 107°04'26" and a radius of 25.00 feet, said curve subtended by a chord bearing S 35°56'56" W and a chord distance of 40.21 feet;

thence along the arc of said curve and leaving said right-of-way a distance of 46.72 feet; thence S 89°29'09" W a distance of 39.53 feet to a point of curve to the left having a central angle of 42°02'10" and a radius of 180.00 feet, said curve subtended by a chord bearing S 68°28'04" W and a chord distance of 129.12 feet; thence along the arc of said curve a distance of 132.06 feet to a point; thence S 47°26'59" W a distance of 243.93 feet to a point; thence S 47°26'59" W a distance of 99.78 feet to a point; thence S 45°37'43" W a distance of 82.15 feet to a point on a curve to the right having a central angle of 12°12'06" and a radius of 270.00 feet, said curve subtended by a chord bearing S 42°16'18" E and a chord distance of 57.39 feet; thence along the arc of said curve a distance of 57.50 feet to a point; thence N 47°26'59" E a distance of 426.09 feet to a point of curve to the right having a central angle of 42°02'10" and a radius of 120.00 feet; thence along the arc a distance of 88.04 feet; thence N 89°29'09" E a distance of 61.69 feet to a point; thence S 60°12'13" E a distance of 29.79 feet to a point on the westerly right-of-way of Eagle Point Drive said point also being on a non-tangent curve to the left having a central angle of 19°10'43" and a radius of 169.19 feet, said curve subtended by a chord bearing N 08°47'57" W and a chord distance of 56.37 feet; thence along the arc of said curve and along said right-of-way a distance of 56.63 feet to a point; thence N 17°35'17" W along said right-of-way a distance of 53.97 feet to the POINT OF BEGINNING.



Filed and Recorded
 Official Public Records
 Judge James W. Fuhrmeister, Probate Judge,
 County Clerk
 Shelby County, AL
 03/02/2017 09:53:33 AM
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 20170302000072020