

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Lorrie Maples Parker, Esquire (205) 803-1101</b>
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Branch Banking and Trust Company 2501 20th Place South, Suite 101 Birmingham, AL 35223</b>

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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 <b>JPM Investment Properties, LLC</b>				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>100 Tony Holmes Drive</b>	CITY <b>Pelham</b>	STATE <b>AL</b>	POSTAL CODE <b>35124</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)

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 <b>Branch Banking and Trust Company</b>				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>2501 20th Place South Suite 101</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35223</b>	COUNTRY <b>USA</b>

4. COLLATERAL: 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 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 JPM Investment Properties, LLC, an Alabama limited liability company (referred to as the "Borrower") to Branch Banking and Trust Company (referred to as the "Lender"), dated March 10, 2017, recorded on the 10<sup>th</sup> day of March, 2017, in Instrument No. 20170310000083040 in the Probate Office of Shelby County, Alabama.**

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/Licensor	
8. OPTIONAL FILER REFERENCE DATA: <b>2013.062</b>	

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Parcel I**

Part of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the Northeast corner of the SE 1/4 of the NW 1/4 of said Section 14, run in a Westerly direction along the North line of said 1/4 - 1/4 Section for a distance of 338.75 feet; thence 90° left in a Southerly direction for a distance of 549.07 feet, more or less, to a point on the South right of way line of Industrial Park Drive, said point being the point of beginning of a curve, said curve being concave in a Southerly direction and having a central angle of 21° 09' 31" and a radius of 242.71 feet; thence run an angle to the left and run along the arc of said curve in a Easterly direction for a distance of 89.63 feet to a point of reverse curve; said second curve being concave in a Northerly direction and having a central angle of 18° 15' and a radius of 647.58 feet; thence turn an angle to the left and run along the arc of said curve in an Easterly direction and along the South right of way line of Industrial Park Drive for a distance of 206.27 feet to the end of said curve; thence continue in an Easterly direction along the South right of way line of Industrial Park Drive and along a line tangent to the end of said curve for a distance of 225.00 feet to an existing iron pin being the point of beginning of a curve, said curve being concave in a Southerly direction and having a central angle of 5° 37' and a radius of 2013.57 feet; thence turn an angle to the right and run along the arc of said curve and along the Southerly right of way line of Industrial Park Drive for a distance of 197.39 feet to the point of ending of said curve; thence run in an Easterly direction along the Southerly right of way line of said Industrial Park Drive and along a line tangent to the end of said curve for a distance of 80.20 feet to the Point of Beginning; thence continue along last mentioned course and in an Easterly direction for a distance of 24.60 feet to the point of beginning of a new curve, said new curve being concave in a Northerly direction and having a central angle of 5° 12' and a radius of 2227.17 feet; thence turn an angle to the left and run along the arc of said curve and along the Southerly right of way line of Industrial Park Drive for a distance of 202.13 feet to a point of reverse curve, said newest curve being concave in a Southwesterly direction and having a central angle of 90° and a radius of 25.0 feet; thence turn an angle to the right and run in an Easterly and Southeasterly and Southerly direction and along the arc of said curve for a distance 39.27 feet to an existing nail being on the West right of way line of Parker Drive; thence run in a Southerly direction along the West right of way line of said Parker Drive and along a line tangent to the end of said curve for a distance 342.57 feet to an existing PK nail and being the point of beginning of a new curve, said newest curve being concave in an Easterly direction and having a central angle of 14° 00' and a radius of 1077.66 feet; thence turn an angle to the left and run along the arc of said curve in a Southerly direction and being the West right of way line of said Parker Drive for a distance of 263.32 feet to a point of reverse curve, said latest curve being concave in a Westerly direction and having a central angle of 39° 44' 05" and a radius of 80.62 feet; thence turn an angle to the right and run along the arc of said curve in a Southerly direction and being the West right of way line of said Parker Drive for a distance of 55.91 feet to a point of intersection with the Northeast right of way line of the Atlantic Coastline Railroad right of way and being marked by an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (116° 36' 15" for a chord of last mentioned curve) and run in a Northwesterly direction along the Northeast right of way line of said Atlantic Coastline Railroad right of way for a distance of 662.20 feet; thence turn an angle to the right of 86° 54' 44" and run in a Northeasterly direction for a distance of 175.0 feet; thence turn an angle to the right of 87° 15' and run in a Southeasterly direction for a distance of 75.0 feet; thence turn an angle to the left of 86° 25' 07" and run in a Northeasterly direction of a distance of 254.36 feet, more or less, to the Point of Beginning.

**Parcel II**

A parcel of land situated in the SE 1/4 of the NW 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the NE corner of the SE 1/4 of the NW 1/4 of Section 14, Township 20 South, Range 3 West and run West along the North line thereof for 338.75 feet; thence 90° 00' left and run in a Southerly direction for 549.07 feet to a point on the South line of Industrial Park Drive, and the Point of Beginning of the property herein described; thence 90° 00' left to the tangent of a curve to the right with a radius of 242.71 feet, and a central angle of 19° 03' 18" and run Easterly along the arc of said curve and right of way 80.72 feet to a curve to the left with a radius of 647.58 feet, and a central angle of 15° 28' 35"; thence run Easterly along the arc of said curve and right of way 174.27 feet; thence continue tangent Easterly 219.29 feet; thence 119° 20' right and run Southwesterly 301.23 feet to a point on the Northerly line of the Atlantic Coastline Railroad; thence 89° 58' 57" right to the tangent of a curve to the left with a radius of 1545.27 feet, and a central angle of 14° 08' 34" and run Northwesterly along the arc of said curve 381.43 feet; thence 71° 14' 53" right from tangent and run Northerly 150.68 feet to the Point of Beginning.



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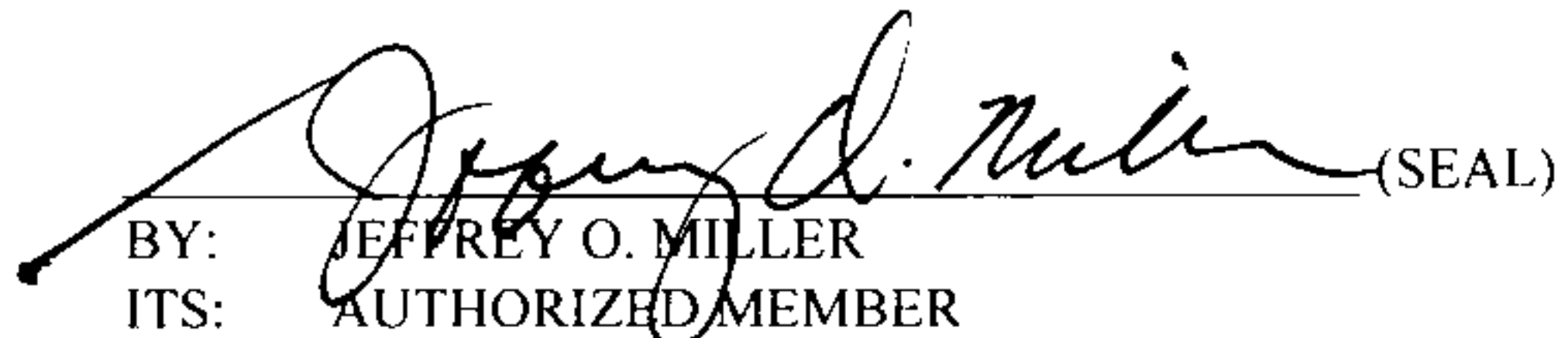



## EXHIBIT A CONTINUED

### Parcel III

Part of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the Northeast corner of the SE 1/4 of the NW 1/4 of Section 14, run in a Westerly direction along the North line of said 1/4 - 1/4 Section for a distance of 338.75 feet; thence 90° left in a Southerly direction for a distance of 549.07 feet, more or less, to a point on the South right of way line of Industrial Park Drive, said point being the point of beginning of a curve, said curve being concave in a Southerly direction and having a central angle of 21° 09' 31" and a radius of 242.71 feet; thence turn an angle to the left and run along the arc of said curve in an Easterly direction for a distance of 89.63 feet to a point of reverse curve, said second curve being concave in a Northerly direction and having a central angle of 18° 15' and a radius of 647.58 feet; thence turn an angle to the left and run along the arc of said curve in an Easterly direction and along the South right of way line of Industrial Park Drive for a distance of 206.27 feet to the end of said curve; thence continue in an Easterly direction along the South right of way line of Industrial Park Drive and along a line tangent to the end of said curve for a distance of 219.29 feet to an existing iron pin being the Point of Beginning; thence continue in an Easterly direction along the South right of way line of Industrial Park Drive for a distance of 5.71 feet to the point of beginning of a curve, said curve being concave in a Southerly direction and having a central angle of 5° 37' and a radius of 2013.57 feet; thence turn an angle to the right and run along the arc of said curve and along the Southerly right of way line of Industrial Park Drive for a distance of 197.39 feet to the point of ending of said curve; thence run in an Easterly direction along the Southerly right of way line of said Industrial Park Drive and along a line tangent to the end of said curve for a distance of 80.20 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 115° 00' 53" and run in a Southwesterly direction for a distance of 254.36 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 86° 25' 07" and run in a Northwesterly direction for a distance of 75.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 87° 15' and run in a Southwesterly direction for a distance of 175.0 feet to an existing iron rebar set by Laurence D. Weygand and being on the Northeast right of way line of the Atlantic Coastline Railroad right of way; thence turn an angle to the right of 93° 05' 16" and run in a Northwesterly direction for a distance of 17.0 feet to the point of beginning of a curve, said curve being concave in a Southwesterly direction and having a central angle of 2° 16' 26" and a radius of 4102.89 feet; thence turn an angle to the left and run in a Northwesterly direction along the arc of said curve for a distance of 162.83 feet to an existing iron rebar; thence turn an angle to the right (88° 52' 50" from the chord of last mentioned curve) and run in a Northeasterly direction for a distance of 301.25 feet, more or less, to the Point of Beginning.

JPM INVESTMENT PROPERTIES, LLC, AN ALABAMA  
LIMITED LIABILITY COMPANY

 (SEAL)  
BY: JEFFREY O. MILLER  
ITS: AUTHORIZED MEMBER

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

DEBTOR/MORTGAGOR: JPM Investment Properties, LLC, an Alabama limited liability company

SECURED PARTY/MORTGAGEE: BRANCH BANKING AND TRUST COMPANY

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 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;
- 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");



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**EXHIBIT "B" CONTINUED  
TO FINANCING STATEMENT (UCC-1)**

- 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;
- 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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