

20170921000344150
09/21/2017 11:23:01 AM
UCC1 1/5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Walter F. Scott III, Esq 205-949-5580
B. E-MAIL CONTACT AT FILER (optional) wfs3@gallowayscott.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; margin: 5px 0;">Galloway, Scott, Moss & Hancock, LLC 2200 Woodcrest Place, Suite 310 Birmingham, AL 35209</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)

1a. ORGANIZATION'S NAME GOOCH DEVELOPMENT, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 232 Ashland Drive	CITY Birmingham	STATE AL	POSTAL CODE 35242	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 Pkwy, Suite 200	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

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

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF THE COLLATERAL. THE COLLATERAL IS ALL NON-REAL ESTATE PROPERTY, FURNITURE, FIXTURES AND EQUIPMENT ASSOCIATED WITH THE REAL ESTATE DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

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: FILE WITH SHELBY COUNTY, ALABAMA JUDGE OF PROBATE	

EXHIBIT A
LEGAL DESCRIPTION OF THE REAL ESTATE

Lot 2-B, according to the Survey of Tattersall Park Resurvey No. 1, as recorded in Map Book 48, Page 8, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH easement rights granted in that certain Access Easement dedicated in Map Book 48, Page 8, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH access and other easements and privileges set forth in Greystone Commercial Declaration of Covenants, Conditions and Restrictions as recorded in Real 314, Page 506, First Amendment to Declaration as recorded in Instrument 1996-531, Second Amendment to Declaration as recorded in Instrument 1996-532, Third Amendment to Declaration as recorded in Instrument 2000-38942, Assignment of Developers as recorded in Instrument 2001-35832, Confirmation of Approval and Waiver as recorded in Instrument 20020911000436060, Assignment of Developers rights as recorded in Instrument 20160512000163130, in the Probate Office of Shelby County, Alabama, including an access easement to that certain road lying between said Lot 2 and Lot 1 as shown on Map Book 14, Page 79, and referred to as Greystone Way on Map Book 48, Page 8.

TOGETHER WITH rights in and to easement granted in that certain Restrictive Use and Reciprocal Easement Agreement by and between Ebsco Industries, Inc. and Gooch Development, LLC, as recorded in Instrument 20170921000343260, in the Probate Office of Shelby County, Alabama.

(the "Real Estate")

EXHIBIT B

UCC Financing Statement to be filed with Shelby County, Alabama Probate Office.

All buildings and other improvements, furniture, fixtures and equipment, not owned by tenants now or hereafter located on the Real Estate or any part thereof including but not limited to, all extensions, betterments, renewals, renovations, substitutes and replacements of such (the "Improvements");

TOGETHER with all and singular the easements, rights-of-way, licenses, privileges, and appurtenances thereunto belonging, and all the rents, issues and profits therefrom and accounts relating thereto; and also all the estate, right, title and interest of Debtor, either at law or in equity, of, in and to the Real Estate herein described, and every part thereof (including, without limitation, all proceeds of insurance, all awards and payments arising out of or in connection with the exercise of the right of condemnation or eminent domain), and the rights to protest or appeal ad valorem taxes, to claim excess bids and tax refunds, and to redeem tax sales;

TOGETHER with all right, title and interest, if any, of Debtor, in and to the land lying within any street or roadway adjoining the Real Estate; and all right, title and interest, if any, of Debtor in and to any strips and gores adjoining the Real Estate or any part thereof;

TOGETHER with all buildings, structures, improvements, and railroad spur tracks and sidings now or hereafter erected thereon and, without any further act, all extensions, additions, betterments, substitutions and replacements thereof; and, also, all fixtures, furniture, furnishings, machinery, apparatus, appliances, equipment, and articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Real Estate, or any part thereof, and used or usable in connection with any present or future operation of the Real Estate, and now owned or hereafter acquired by Debtor, including, but without limitation of the generality of the foregoing, all heating, lighting, incinerating, refrigerating, ventilating, air conditioning, air cooling, lifting, fire extinguishing, plumbing, cleaning, communication (including cable), and security systems, equipment and apparatus; all gas, water, telephone and electrical equipment; and all elevators, escalators, switchboards, engines, motors, tanks, pumps, screens, storm doors, storm windows, shades, awnings, floor coverings, carpeting, ranges, stoves, microwave ovens, refrigerators, dishwashers, washers, dryers, televisions, cabinets, partitions, conduits, ducts, and compressors; and all leases, rents, receivables and contract rights relating to the Real Estate and Premises, as defined below; it being understood and agreed that all such buildings, structures, improvements, fixtures, furnishings, machinery, apparatus, equipment, and articles of personal property are declared to be a portion of the security for the indebtedness secured hereby (whether in single units or centrally controlled, and whether physically attached to the Real Estate or not) and, together with the Real Estate and all of the above-described interests, are hereinafter referred to as the "Premises."

DEBTOR GOOCH DEVELOPMENT, LLC ("DEBTOR") HEREBY FURTHER GRANTS TO mortgagee ServisFirst Bank ("Mortgagee" and the subject mortgage is henceforth referred to as the "Mortgage") a security interest and assigns all of Debtor's now or existing or hereafter acquired right, title and interest in the following with the understanding and intention that this instrument and the Mortgage shall constitute a security agreement pursuant to Article 9 of the Uniform Commercial Code of the state in which the Premises are located:

(a) All equipment, fixtures, inventory, goods, instruments, appliances, furnishings, machinery, tools, raw materials, component parts, work in progress and materials, and all other tangible personal property of whatsoever kind, used or consumed in the improvement, use or enjoyment of the Premises now or any time hereafter owned or acquired by Debtor, wherever located and all products thereof whether in possession of Debtor or whether located on the Premises or elsewhere;

(b) To the extent such general intangibles are assignable, all general intangibles relating to design, development, operation, management and use of the Premises, including, but not limited to, (1) all names under which or by which the Premises may at any time be owned and operated or any variant thereof, and all goodwill in any way relating to the Premises and all service marks and logotypes used in connection therewith, (2) all permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances, and rights obtained from governmental agencies issued or obtained in connection with the Premises, (3) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the construction, use, occupation or operation of the Premises, (4) all materials prepared for filing or filed with any governmental agency, and (5) the books and records of Debtor relating to construction or operation of the Premises;

(c) All accounts, deposit accounts, supporting obligations, letter of credit rights, tax and insurance escrows held pursuant to the Mortgage, accounts receivable, instruments, documents, documents of title, general intangibles, rights to payment of every kind, all of Debtor's rights, direct or indirect, under or pursuant to any and all construction, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts, subcontracts, insurance policies, licenses and bonds now or anytime hereafter arising from construction on the Real Estate or the use or enjoyment of the Premises to the extent such are assignable [ServisFirst Bank waives its right of offset for medicare receivables]; and

(d) All condemnation proceeds (including payments in lieu thereof) and insurance proceeds related to the Premises.

TOGETHER with all additions to, substitutions for and the products of all of the above, and all proceeds therefrom, whether cash proceeds or noncash proceeds, received when any such property (or the proceeds thereof) is sold, exchanged, leased, licensed, or otherwise disposed of, whether voluntarily or involuntarily. Such proceeds shall include any of the

foregoing specifically described property of Debtor acquired with cash proceeds. Together with, and without limiting the above items, all Goods, Accounts, Documents, Instruments, Money, Chattel Paper, Deposit Accounts, Letter of Credit Rights, Investment Property, Equipment and General Intangibles arising from or used in connection with the Premises, as those terms are defined in the Uniform Commercial Code from time to time in effect in the state in which the Premises are located.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/21/2017 11:23:01 AM
\$38.00 CHERRY
20170921000344150

A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the printed name of the County Clerk.