



20171002000357940 1/6 \$40.00
Shelby Cnty Judge of Probate: AL
10/02/2017 02:11:12 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Lucas B. Gambino (205-254-1219)

B. E-MAIL CONTACT AT FILER (optional)
lgambino@maynardcooper.com

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Lucas B. Gambino, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, Alabama 35203

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
JERRY WAYNE GRAVES, JR.

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 4862 Southlake Parkway	CITY Hoover	STATE AL	POSTAL CODE 35244	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)

OR	2a. ORGANIZATION'S NAME PATTI L. GRAVES				
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 4862 Southlake Parkway		CITY Hoover	STATE AL	POSTAL CODE 35244	COUNTRY USA

3. SECURED PARTY'S NAME - (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME USAMERIBANK				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 1100 Corporate Parkway		CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY USA

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

See Schedule I, Schedule II and Exhibit A attached hereto and made a part hereof.

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 ☐ 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

(a) TO BE FILED WITH: Probate Office of Shelby County, Alabama; (b) MCG File #8752-30

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS



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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
JERRY WAYNE GRAVES, JR.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIALS(S)

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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)

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S 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 Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS

SCHEDULE I
TO FINANCING STATEMENT


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This financing statement covers the following items (or types) of property:

(a) All of the Mortgagor's estate in the premises described in Exhibit A attached hereto, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, air rights, oil rights, gas rights, mineral rights and all other rights and appurtenances thereunto belonging or appertaining, and all of the Mortgagor's estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the "Land");

(b) All the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, machinery, equipment and other goods, which in each case have become so related to the Land that an interest in them arises under real property law, including all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such buildings and heating, air conditioning and plumbing equipment now or hereafter attached to, appurtenant to, located in or used in connection with those buildings, structures or other improvements (the "Improvements");

(c) All of the Mortgagor's right, title and interest in and to all agreements, plans, franchises, management agreements, approvals (whether issued by a governmental authority or otherwise) and other documentation or written or recorded work product required for or in any way related to the development, construction, renovation, use, occupancy or ownership of the Improvements, if any, whether now existing or hereafter arising (the "Development Documents"), including all (i) plans, specifications and other design work for buildings and utilities, (ii) architect's agreements and construction contracts and warranties, (iii) environmental reports, surveys and other engineering work product, (iv) permits and licenses and (v) agreements of sale, purchase options and agreements for easements and rights of way benefiting the Land, and the Mortgagor further covenants and agrees to execute and deliver to the Mortgagee, on demand, such additional assignments and instruments as the Mortgagee may require to implement, confirm, maintain or continue any grant or assignment of rights in the Development Documents;


(d) All rents, income, issues and profits arising or issuing from the Land and the Improvements and advantages and claims against guarantors of any Leases (defined below) (the "Rents") including the Rents arising or issuing from all leases (including, without limitation, oil and gas leases), licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land and Improvements (the "Leases"), all of which Leases and Rents are hereby assigned to the Mortgagee by the Mortgagor. The foregoing assignment shall include all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties, and all cash or securities deposited under Leases to secure performance of lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms;

(e) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(f) All fixtures attached to the Land or Improvements, whether now owned or hereafter acquired.

As used in this Schedule I, **Mortgagor** means the debtor(s) described in this financing statement and **Mortgagee** means the secured party described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Mortgagor is a record owner of the Land.


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SCHEDULE II
TO FINANCING STATEMENT

This financing statement covers the following items (or types) of property:

(a) all of the Assignor's interest under all present and future leases, use agreements, occupancy agreements, licenses or other similar instruments, (collectively, the "Leases") of all or a portion of the Premises; and

(b) all of the Assignor's right, title and interest in and to the Leases, all of the rents, additional rents, charges, issues, profits and other payments for the use or occupancy of the Premises (including rooms and other public facilities in hotels, motels or other lodging properties) payable under the Leases (which are now in existence or which may hereafter be executed during the term hereof) and all cash or other property deposited by tenants to secure performance of their obligations under the Leases, including, without limitation, the immediate and continuing right to receive and collect all condemnation awards and insurance proceeds, the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Premises and any other property subject to the Lease as therein provided.

As used in this Schedule II, **Assignor** means the debtor described in this financing statement, **Premises** means the premises described in Exhibit A attached hereto, and other capitalized that are used but otherwise defined herein, shall have the meaning set forth in Schedule I above.



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EXHIBIT A
TO FINANCING STATEMENT

Beginning at the Southeastern corner of Section 36, Township 18 South, Range 2 West Shelby County, Alabama and running with the Southern boundary of the SE ¼ (36-18-2) North 87°53'19" West for 738.99 feet to a point; thence leaving Southern boundary and running 3 new lines to-wit: (1) North 02°05'06" East for 237.48 feet to a point; (2) North 18°46'03" East for 349.83 feet to a point; (3) North 83°44'08" East for 158.27 feet to an iron pin on the Southeastern corner of property of First National Bank; thence with property of First National Bank for 4 courses to-wit: (1) a curve to the right with a chord bearing of North 85°48'24" East for 34.11 feet (R=184.50 feet; L=34.16 feet) to a point; (2) South 88°47'47" East for 88.60 feet to a point; (3) a curve to the left with a chord bearing of North 52°42'13" East for 168.70 feet (R=135.50 feet; L=182.10 feet) to a point; (4) a compound curve to the left with a chord bearing of North 01°52'10" West for 88.37 feet (R=160.50 feet; L= 89.53 feet) to a point; thence 3 courses with private road to-wit: (1) North 72°09'04" East for 33.85 feet to a point; (2) North 16°23'44" West for 23.62 feet to a point; (3) North 31°51'47" East for 46.24 feet to a point in the boundary of Inverness Corner Out Parcel E and Pier One Imports, North 28°42'18" East for 254.51 feet to an iron pin on the Southern right of way for U.S. 280; thence with U.S. 280 a curve to the left with a chord bearing of South 66°26'58" East for 33.20 feet (R=3474.05 feet; L=33.20 feet) to an iron pin; thence leaving U.S. 280 and running with the Eastern boundary of Lot 1 (MB 24-5) Lot 2D-2 (MB 21- 92) and Lot 2D-3A (MB 25-143) South 00°10'47" East for 1086.51 feet to the Point of Beginning.

Less and Except

All that part of the SE ¼ of the SE ¼ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, lying south of Hwy 280, east of Lots D-1 and D-2, according to the Survey of Pier 1 Imports Survey in Map Book 21, Page 13 and west of the east section line known as Parcel No. 02-7-36-0-001-027.013.

AND

Lot 32, according to the Survey of Southlake, First Addition, as recorded in Map Book 14, Page 31, in the Probate Office of Shelby County, Alabama.



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