



20171002000357970 1/7 \$42.00
Shelby Cnty Judge of Probate, AL
10/02/2017 02:11:15 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
BROCK MADDOX, LLC

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

1301 1ST STREET NORTH

CITY
ALABASTER

STATE
AL

POSTAL CODE
35007

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
USAMERIBANK

OR

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)

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
BROCK MADDOX, LLC

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

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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:

International Association of Commercial Administrators (IACA)

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 personal property of the Mortgagor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Mortgagor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) letter of credit rights; (xiv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xv) all supporting obligations of all of the foregoing property; (xvi) all property of the Mortgagor now or hereafter in the Mortgagee's possession or in transit to or from, or under the custody or control of, the Mortgagee or any affiliate thereof; (xvii) all cash and cash equivalents thereof; and (xviii) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof.

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

Part of Lots 4 and 5, Block 1, George's Subdivision of Keystone, as recorded in the Probate Office of Shelby County, Alabama, in Plat Book 3, Pages 63 and 79 more particularly described as follows:

Begin at the Southwest corner of Section 25, Township 20 S, Range 3 West; run thence N 89°13' E along the S line of said section 258.5 feet to a point on the old right of way of US Highway 31; run thence at an angle of 75°33' left 340 feet to the original Southwest corner of Lot 4; run thence at an angle of 75°33' right 79.6 feet to a point on the new right of way of US Highway 31 for a point of beginning; thence continue on a prolongation of said line 120.4 feet to the Southeast corner of Lot 4; run thence at an angle of 75°33' left 129.9 feet; run thence at an angle of 90° left 116.6 feet to a point on the highway right of way; run thence at an angle of 90° 160 feet along the highway right of way to the point of beginning.

AND

A part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 20 South, Range 3 West and the Southeast Quarter of the Southeast Quarter of Section 26, Township 20 South, Range 3 West, more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 25, Township 20 South, Range 3 West and run East along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 130.60 feet to a point on the Westerly right of way line of U.S. Highway No. 31; thence turn an angle to the left of 75 degrees 29 minutes and run Northerly along said Westerly right of way line a distance of 400.0 feet to the point of beginning; thence continue Northerly along said Westerly right of way line a distance of 160.0 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a westerly direction a distance of 318.23 feet to a point of the Easterly right of way of Louisville & Nashville Railroad; thence turn an angle to the left of 97 degrees 38 minutes 30 seconds and run Southerly along said Easterly right of way line a distance of 161.43 feet; thence turn an angle to the left of 82 degrees 21 minutes 30 seconds and run Easterly a distance of 296.76 feet to the point of beginning; being situated in Shelby County, Alabama.



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AND

Parcel I:

A part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, Township 20 South, Range 3 West, more particularly described as follows: Commence at the SW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West and run East along South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 130.60 feet to a point on the Westerly right of way line of U.S. Highway #31, thence turn an angle to the left of 75°29' and run Northerly along said Westerly right of way line a distance of 200.0 feet to the point of beginning; thence continue Northerly along said Westerly right of way line a distance of 200.0 feet; thence turn an angle to the left of 90°00' and run Westerly a distance of 296.76 feet to a point on the Easterly right of way line of Louisville and Nashville Railroad; thence turn an angle to the left of 97°38'30" and run Southerly along said Easterly right of way line a distance of 201.79 feet; thence turn an angle to the left of 82°21'30" and run Easterly a distance of 269.93 feet to the point of beginning. Situated in Shelby County, Alabama.

Parcel II:

A part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 20 South, Range 3 West and the Southeast Quarter of the Southeast Quarter of Section 26, Township 20 South, Range 3 West, more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 25, Township 20 South, Range 3 West and run East along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 130.60 feet to a point on the Westerly right of way line of U.S. Highway No. 31; thence turn an angle to the left of 75 degrees 29 minutes and run Northerly along said Westerly right of way line a distance of 400.0 feet to the point of beginning; thence continue Northerly along said Westerly right of way line a distance of 160.0 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a westerly direction a distance of 318.23 feet to a point of the Easterly right of way of Louisville & Nashville Railroad; thence turn an angle to the left of 97 degrees 38 minutes 30 seconds and run Southerly along said Easterly right of way line a distance of 161.43 feet; thence turn an angle to the left of 82 degrees 21 minutes 30 seconds and run Easterly a distance of 296.76 feet to the point of beginning; being situated in Shelby County, Alabama.



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