

20181102000390420  
11/02/2018 03:50:56 PM  
UCC1 1/5

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  HILL WARD HENDERSON 101 E. KENNEDY BOULEVARD SUITE 3700 TAMPA, FLORIDA 33602

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>GREYSTONE WAY LLC</b>				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>1801 South Keene Road</b>	CITY <b>Clearwater</b>	STATE <b>FL</b>	POSTAL CODE <b>33756</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>400 NORTH TAMPA STREET, SUITE 2500</b>	CITY <b>TAMPA</b>	STATE <b>FL</b>	POSTAL CODE <b>33602</b>	COUNTRY <b>USA</b>

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

**ALL THAT COLLATERAL MORE PARTICULARLY DESCRIBED ON SCHEDULE TO UCC-1 FINANCING STATEMENT ATTACHED HERETO AND MADE A PART HEREOF.**

**FOUR (4) PAGES ATTACHED (ADDENDUM, PLUS SCHEDULE TO UCC- FINANCING STATEMENT AND EXHIBIT A).**

**GIVEN AS ADDITIONAL SECURITY IN CONNECTION WITH A \$12,960,000.00 MORTGAGE RECORDED CONTEMPORANEOUSLY HEREWITH.**

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>File in Shelby County, Alabama</b>	

**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

**GREYSTONE WAY 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):

**Greystone Way LLC**

16. Description of real estate:

**See Exhibit A**

17. MISCELLANEOUS:

**SCHEDULE TO UCC-1 FINANCING STATEMENT**

*Debtor:* Greystone Way LLC, a Florida limited liability company

*Secured Party:* Branch Banking and Trust Company, a North Carolina banking corporation

*Real Property:* See **Exhibit A** attached hereto and made a part hereof.

This Financing Statement covers the following types and items of property:

(a) all leasehold estate, and all right, title and interest of Debtor in and to all leases or subleases covering the Real Property or any portion thereof, now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(b) all right, title and interest of Debtor in and to all options to purchase or lease the Real Property or any portion thereof or interest therein, and any greater estate in the Real Property owned or hereafter acquired;

(c) all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights;

(d) except for any of the following items owned by any tenant of the Real Property in accordance with the terms of their lease agreement, any and all buildings, structures and improvements now or hereafter erected thereon, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements;

(e) all fixtures, appliances, machinery, equipment, furniture, furnishings and articles of personal property of Debtor now or hereafter affixed to, placed upon or used in connection with the operation of the Real Property, all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures, and appurtenances which are now or may hereafter pertain or be used with, in or on the Real Property, even though they may be detached or detachable and all building improvement and construction materials supplies and equipment hereafter delivered to said land for or on behalf of Debtor contemplating installation or use in the constructions thereon and all rights and interests of Debtor in building permits and architectural plans and specifications relating to contemplated constructions or improvements on the Real Property and all rights and interests of Debtor in present or future mortgage loan commitments pertaining to any of the Real Property or improvements thereon;

(f) all awards and proceeds of condemnation for the Real Property or any part thereof to which Debtor is entitled for any taking of all or any part of the Real Property by condemnation or exercise of the right of eminent domain;

(g) all rents, issues and profits of the Real Property and all the estate, right, title and interest of every nature whatsoever of the Debtor in and to the same;

(h) all accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the Real Property including, without limitation, all proceeds and choses in action arising under any insurance policies maintained with respect to all or any part of the Real Property; and

(i) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

**EXHIBIT A**

**Legal Description**

**FEE SIMPLE PARCEL:**

Lot 8, according to the Survey of Tattersall Park Resurvey No. 3, as recorded in Map Book 49, pages 81A and 81B, in the Probate Office of Shelby County, Alabama.

**EASEMENT PARCEL #1:**

TOGETHER WITH Easement for access, drainage and utilities under that certain Restrictive Use and Reciprocal Easement Agreement between EBSCO Industries, Inc., and Greystone Way, LLC, recorded in Instrument 2018110200089880, in the Probate Office of Shelby County, Alabama.

**EASEMENT PARCEL #2:**

TOGETHER WITH drive easement as set out in Access Agreement by and between EBSCO Industries, Inc. and Greystone Way, LLC recorded in Instrument 2018110200089890, in the Probate Office of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/02/2018 03:50:56 PM  
\$38.00 CHERRY  
20181102000390420

*Allen S. Bayl*