



20181226000447650 1/4 \$36.00
Shelby Cnty Judge of Probate, AL
12/26/2018 09:35:34 AM FILED/CERT

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) Business Lending Dept., Avadian Credit Union P. O. Box 360287 Birmingham, Alabama 35236

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 Shops At River Ridge, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 4618 U.S. Highway 280		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 Avadian Credit Union				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS P. O. Box 360287		CITY Birmingham	STATE AL	POSTAL CODE 35236
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral: **SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF**

filed as additional collateral with that mortgage dated 12/21/2018 and in the original principal amount of \$2,028,099.50 recorded simultaneously 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:	

20181226000447650 12/26/2018

20181226000447650 2/4 \$36.00
Shelby Cnty Judge of Probate, AL
12/26/2018 09:35:34 AM FILED/CERT**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

Shops At River Ridge, 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):

16. Description of real estate:

The goods are or are to become fixtures on: SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

17. MISCELLANEOUS:

EXHIBIT "A"

All personal property, rights and interest listed below together with any other property, rights or interest listed in any mortgage from the Debtor to the Secured Party encumbering the hereinafter described real property (the "Property") including, but not limited to, the following:

1. All buildings and improvements of every kind and description now or hereafter erected or placed on the Property and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon; all furniture, fixtures and equipment now or hereafter owned by Debtor and attached to or contained in and used in connection with the Property, including but not limited to all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, mechanical refrigerators, awnings, shades screens, Venetian blinds, all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning, hot water heating and sprinkler equipment and fixtures and appurtenances thereto; all built-in equipment and built-in furniture; and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to the Property or building or buildings in any manner.

2. All right, title and interest of Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on the Property or under or above the same or any part or parcel thereof.

3. All contracts and contract rights and accounts of Debtor now or hereafter arising from contracts now or hereafter entered into in connection with the development, construction upon or operation of the Property (including, without limitation, all deposits held by or on behalf of the Debtor, and all management, franchise, and service agreements related to the business now or hereafter conducted by the Debtor on the Property).

4. All of Debtor's interest in all utility security deposits or bonds on the Property or any part or parcel thereof.

5. All property and hazard insurance covering the above Property and collateral, together with any and all extensions and replacements thereof, and any and all rights thereunder; and any and all rights of subrogation provided by any mortgage from the Debtor to Secured Party covering the Property.

6. Any monies in any escrow accounts established or accrued pursuant to any mortgage from the Debtor to the Secured Party.

7. Any damages awarded pursuant to condemnation or eminent domain proceedings with respect to the Property.

8. All of Debtor's right, title and interest as lessor in and to all leases or rental arrangements of the Property, or any part thereof, heretofore made and entered into, and in and to all leases or rental arrangements hereafter made and entered into by or on behalf of Debtor, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or rental arrangements and including all present and future security deposits and advance rentals.



9. All of Debtor's right, title and interest as seller in and to all agreements for the sale of the Property, or any part thereof, heretofore made and entered into, and in and to all sale agreements hereafter made and entered into, by or on behalf of Debtor, together with all deposits and payments in connection therewith.

The Property includes, but is not limited to, the following real property:

LEGAL DESCRIPTION

Lot 3 of Key Pointe Shopping Center also a part of Lot 4 of Key Pointe Shopping Center as recorded in Map Book 13, Page 61 in the Probate Office of Shelby County, Alabama. A part of Lot 4 more particularly described as follows:

Begin at the Northwest corner of Lot 4 of Key Pointe Shopping Center for a point of beginning, thence run South 50 degrees 48 minutes 25 seconds East along the Northeast line of said Lot 4 for a distance of 114.27 feet to the Southerly corner of Lot 3 for Key Pointe Shopping Center; thence run South 39 degrees 11 minutes 35 seconds West for a distance of 38.21 feet; thence run North 51 degrees 07 minutes 16 seconds West for a distance of 83.06 feet to the West line of said Lot 4; thence run North 00 degrees 17 minutes 00 seconds East along the West of said Lot 4 for a distance of 49.69 feet to the point of beginning.

Above property also being described as:

Commence at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 36, Township 18 South, Range 2 West; thence run North along the West line of said Quarter-Quarter Section North 00 degrees 17 minutes 00 seconds East a distance of 289.28 feet to the point of beginning; thence continue along last described course a distance of 327.48 feet to the Southerly right of way of Highway 280, thence run South 61 degrees 47 minutes 04 seconds East along said right of way a distance of 67.24 feet; thence run North 28 degrees 12 minutes 56 seconds East a distance of 10.0-0 feet to a point of a curve to the right having a radius of 2230.00 feet and a central angle of 05 degrees 49 minutes 54 seconds East, thence run South 58 degrees 52 minutes 09 seconds East along the chord of said curve a chord distance of 226.89 feet; thence leaving said right of way run South 39 degrees 11 minutes 35 seconds West a distance of 308.81 feet; thence run North 51 degrees 07 minutes 16 seconds West a distance of 83.06 feet to the point of beginning.

Now Know As:

Lot 3A, according to the Key Pointe Shopping Center #2, as recorded in Map Book 19, Page 93, in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/26/2018 09:35:34 AM
\$36.00 JESSICA
20181226000447650

Allen S. Bayl