

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) LORRIE MAPLES PARKER, ESQUIRE
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) BRANCH BANKING AND TRUST COMPANY 2501 20TH PLACE SOUTH BIRMINGHAM, ALABAMA 35223

20181227000449730 1/6 \$40.00
Shelby Cnty Judge of Probate, AL
12/27/2018 10:26:33 AM FILED/CERT

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				
OR				
1b. INDIVIDUAL'S SURNAME BRANNEN	FIRST PERSONAL NAME LESLEY	ADDITIONAL NAME(S)/INITIAL(S) KEMM	SUFFIX	
1c. MAILING ADDRESS 34920 US HIGHWAY 280	CITY SYLACAUGA	STATE AL	POSTAL CODE 35150-7404	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 BRANNEN	FIRST PERSONAL NAME LESLEY	ADDITIONAL NAME(S)/INITIAL(S) K.	SUFFIX	
2c. MAILING ADDRESS 34920 US HIGHWAY 280	CITY SYLACAUGA	STATE AL	POSTAL CODE 35150-7404	COUNTRY USA

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 BRANCH BANKING AND TRUST COMPANY				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 2501 20TH PLACE SOUTH	CITY BIRMINGHAM	STATE AL	POSTAL CODE 35223	COUNTRY USA

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

That certain real property described in Exhibit "A" attached hereto and made a part hereof.

Together with a separate and additional security interest in and to the collateral as described in Exhibit "B" attached hereto and made a part hereof.

This UCC-1 is being recorded simultaneously with that certain Mortgage from Lesley K. Brannen, an unmarried man to Branch Banking and Trust Company dated December 20, 2018, filed on the 27 day of December 2018, 2018, in Instrument No. 20181227000449710, in the Probate Office of Shelby County, Alabama.

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 <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
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: 2013.079 / Shelby County	

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel I:

Commence at a 2" pipe in place accepted as the Northeast corner of the Southwest one-fourth of the Northeast one-fourth of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 85 degrees 42 minutes 40 seconds West for a distance of 544.72 feet; thence proceed South 04 degrees 17 minutes 58 seconds East for a distance of 30.0 feet; thence proceed South 85 degrees 38 minutes 06 seconds West for a distance of 70.54 feet; thence continue South 85 degrees 38 minutes 06 seconds West for a distance of 129.45 feet; thence proceed North 04 degrees 17 minutes 58 seconds West for a distance 29.94 feet; thence proceed South 85 degrees 42 minutes 24 seconds West for a distance of 141.95 feet to a point on the Easterly right of way of Shelby County Road #440; thence proceed South 37 degrees 33 minutes 05 seconds West along the Easterly right of way of said road for a distance of 57.11 feet to a 1/2" rebar in place, said Point of Beginning. From this Beginning Point proceed South 39 degrees 02 minutes 42 seconds West along the Easterly right of way of said road for a distance of 60.41 feet; thence proceed South 41 degrees 00 minutes 11 seconds West along the Easterly right of way of said road for a distance of 51.36 feet; thence proceed South 43 degrees 22 minutes 17 seconds West along the Easterly right of way of said road for a distance of 50.29 feet; thence proceed South 47 degrees 44 minutes 05 seconds West along the Easterly right of way of said road for a distance of 52.06 feet; the proceed South 53 degrees 24 minutes 46 seconds West along the Easterly right of way of said road for a distance of 53.89 feet; thence proceed South 58 degrees 42 minutes 57 seconds West along the Easterly right of way of said road for a distance of 21.12 feet (set 1/2" rebar); thence proceed South 00 degrees 10 minutes 45 seconds West for a distance of 422.90 feet (set 1/2" rebar); thence proceed South 89 degrees 49 minutes 22 seconds East for a distance of 246.54 feet (set 1/2" rebar); thence proceed North 00 degrees 10 minutes 38 seconds East for a distance of 627.08 feet to a 1/2" rebar in place; thence proceed South 85 degrees 42 minutes 40 seconds West for a distance of 41.13 feet to the Point of Beginning.

The above described land is located in the Southwest one-fourth of the Northeast one-fourth of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama.

According to the survey of James M. Ray, Ala. Reg No. 18383 dated March 24, 2015.

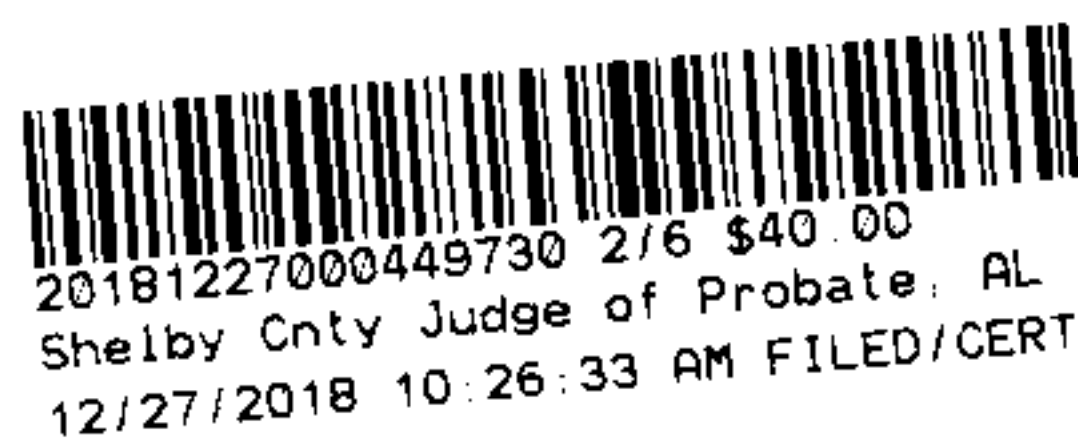


EXHIBIT "A" CONTINUED

LEGAL DESCRIPTION

Parcel II:

Commence at a 2-inch pipe in place accepted as the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 85 degrees 42 minutes 40 seconds West along the North boundary of said 1/4-1/4 Section for a distance of 544.77 feet to a 1/2 inch rebar in place; thence proceed South 04 degrees 07 minutes 33 seconds East for a distance of 30.0 feet to a 1/2 inch rebar in place; thence proceed South 85 degrees 38 minutes 06 seconds West for a distance of 70.54 feet (set 1/2 inch rebar). said point being the Point of Beginning; from this Beginning Point continue South 85 degrees 38 minutes 06 seconds West for a distance of 129.45 feet to a 1/2 inch rebar in place; thence proceed North 04 degrees 17 minutes 58 seconds West for a distance of 29.94 feet to a 1/2 inch rebar in place; thence proceed South 85 degrees 42 minutes 40 seconds West for a distance of 142.05 feet to a point on the Easterly right of way of Shelby County Road No. 440; thence proceed South 37 degrees 33 minutes 05 seconds West along the Easterly right of way of said road for a distance of 67.11 feet; thence proceed North 85 degrees 42 minutes 40 seconds East for a distance of 41.13 feet; thence proceed South 00 degrees 10 minutes 38 seconds West for a distance of 1141.84 feet (set 1/2 inch rebar) to a point on the Northerly right of way of U.S. Highway 280; thence proceed South 87 degrees 24 minutes 08 seconds East along the Northerly right of way of said highway for a distance of 272.96 feet (set 1/2 inch rebar); thence proceed North 00 degrees 10 minutes 38 seconds East for a distance of 1195.07 feet to the Point of Beginning.

The above described land is located in the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama.

According to the survey of James M. Ray, RLS #18383, dated March 20, 2003.



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EXHIBIT "B"

TO FINANCING STATEMENT (UCC-1)

DEBTOR/MORTGAGOR:

Lesley K. Brannen


SECURED PARTY/MORTGAGEE:

BRANCH BANKING AND TRUST COMPANY

The following (hereinafter "Mortgaged Property"):

- a. The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b. Together with all building, equipment, machinery, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishing and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever, the same may be located;
- c. Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums, or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

EXHIBIT "B" continued
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- d. Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.
- e. Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");
- f. Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;
- g. Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due and to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenably caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents");
provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);
- h. Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment;

EXHIBIT "B" continued
TO
FINANCING STATEMENT (UCC-1)

- i. Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at time collected by it; and
- j. All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.
- k. Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether real or personal.



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