

20190206000038970 1/5 \$44.00  
Shelby Cnty Judge of Probate, AL  
02/06/2019 08:22:21 AM FILED/CERT

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

County Division Code: AL040  
Inst. # 2019009988 Pages: 1 of 5  
I certify this instrument filed on  
2/5/2019 9:30 AM Doc: UCC 7  
Alan L. King, Judge of Probate  
Jefferson County, AL. Rec: \$39.00

Clerk: DAVENPORT

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Phillip G. Stutts</b>
B. E-MAIL CONTACT AT FILER (optional) <b>pstutts@lsppc.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Leitman, Siegal &amp; Payne</b> <b>420 North 20th Street</b> <b>Suite 2000</b> <b>Birmingham, AL 35203</b>

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>OWN ALABAMA PORTFOLIO I, LLC</b>				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>880 Montclair Road, Suite 250</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35223</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 <b>FIRST AVENUE DESIGN STUDIO, LLC</b>				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS <b>880 Montclair Road, Suite 250</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35223</b>	COUNTRY <b>USA</b>

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>COMMERCEONE BANK</b>				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>2100 Southbridge Pkwy #385</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35209</b>	COUNTRY <b>USA</b>

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

**THE PROPERTY DESCRIBED IN SCHEDULE I INCLUDED HEREIN BY REFERENCE FOR DESCRIPTION OF COLLATERAL.**

**FILED WITH: OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA**

**THIS FINANCING STATEMENT IS ADDITIONAL SECURITY FOR THE MORTGAGE AND SECURITY AGREEMENT, RECORDED SIMULTANEOUSLY HERewith RECORDED IN BOOK 2019009986, PAGE       . THE DEBTOR IS THE OWNER OF THE REAL PROPERTY DESCRIBED ON SCHEDULE I ATTACHED HERETO.**

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA: <b>CommerceOne-Own 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

**OWN ALABAMA PORTFOLIO I, LLC**

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



20190206000038970 2/5 \$44.00  
Shelby Cnty Judge of Probate, AL  
02/06/2019 08:22:21 AM FILED/CERT

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

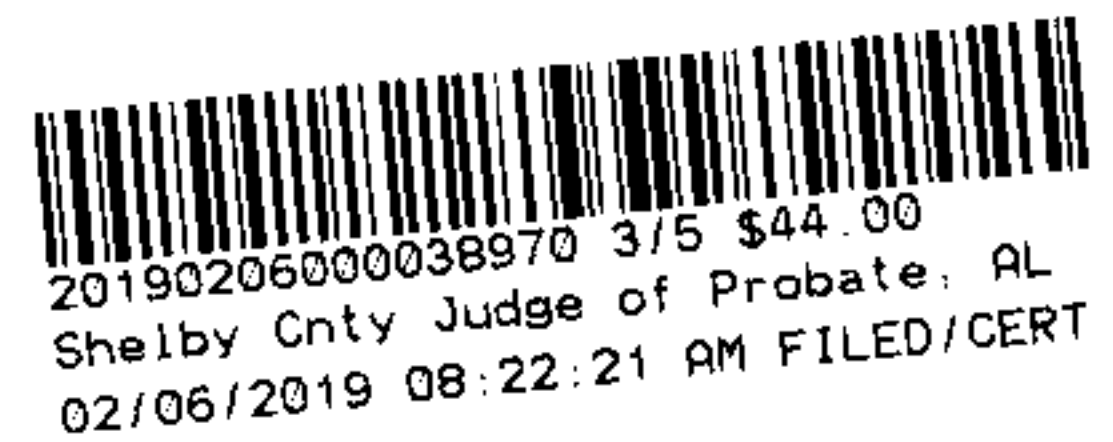
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

**CommerceOne-Own Alabama**

**SCHEDULE I TO  
UCC -1 FINANCING STATEMENT**



**LEGAL DESCRIPTION**

Lot 1, according to the Lakeview Land Resurvey Number 2, a Non-Residential Subdivision, as recorded in Map Book 216, page 17, in the Probate Office of Jefferson County, Alabama.

Lot 3 of The Village at Lee Branch Sector I - Phase 2, as recorded in Map Book 33, page 58, being a resubdivision of Lot SA of The Village at Lee Branch Sector I • Revision I as recorded in Map Book 31, pages 130A & 130B, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found at the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 88°49'06" West along the North line of said Northeast 1/4 of Southwest 1/4 for 66.55 feet to the Southwest corner of Lot 2 of "THE VILLAGE AT LEE BRANCH, SECTOR 1, REVISION 1" as recorded in Map Book 31, pages 43A and 43B in the Office of the Probate Judge, Shelby County, Alabama; thence proceed North 01°10'54" West along the West line of said Lot 2 for 119.95 feet to the Southeast corner of Lot 3A of "A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, pages 130A and 130B in the Office of the Judge of Probate, Shelby County, Alabama; thence proceed South 89°04'30" West along the South line of said Lot 3A for 180.92 feet to a point; thence proceed North 56°26'42" West along the Southwest line of said Lot 3A for 93.23 feet to a point of the Southerly right of way margin of Doug Baker Boulevard; thence proceed South 33°33'18" West along said Southerly right of way margin for 84.38 feet to a Point at the Beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 26°21'14", a radius of 537.50 feet and a chord which bears South 46°43'54" West for 245.06 feet; thence proceed Southwesterly along said Southerly right of way margin and along the arc of said curve for 247.23 feet to the POINT OF BEGINNING of the herein described parcel; thence leaving said Southerly right of way margin of Doug Baker Boulevard, proceed South 31°05'10" East for 30.50 feet to a point; thence proceed South 38°02'48" East for 32.43 feet to a point; thence proceed South 40°50'32" East for 119.19 feet to a point; thence proceed North 49°09'28" East for 66.50 feet to a point at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 90°00'00", a radius of 4.50 feet and a chord which bears South 85°50'32" East for 6.36 feet; thence proceed Easterly along the arc of said curve for 7.07 feet to the end of said curve; thence proceed South 40°50'32" East and tangent to the last described curve for 16.00 feet to a point; thence proceed North 49°09'28" East for 124.46 feet to a point at the beginning of a curve to the right, said curve being non-tangent to the last described course and having a central angle of 04°24'48", a radius of 560.10 feet and a chord which bears North 32°11'48" East for 43.13 feet; thence proceed Northeasterly along the arc of said curve for 43.14 feet to a point at the beginning of a curve to the left, said curve being non-tangent to the last described curve and having a central angle of 78°01'30", a radius of 99.53 feet and a chord which bears North 05°13'13" West for 125.30 feet; thence proceed Northerly along the arc of said curve for 135.53 feet to the end of said curve; thence proceed North 46°33'26" West and non-tangent to the last described curve for 15.10 feet to a point at the beginning of a curve to the left; said curve being non-tangent to the last described course and having a central angle of 08°13'03", a radius of 211.21 feet and a chord which bears North 52°19'56" West for 30.27 feet; thence proceed Northwesterly along the arc of said curve for 30.29 feet to the end of said curve; thence proceed North 56°26'42" West and tangent to the last described curve for 25.04 feet to a point; thence proceed South 33°30'26" West for 28.37 feet to a point; thence proceed North 56°29'34" West for 10.03 feet to a point; thence proceed North 70°31'43" West for 20.62 feet to a point on a curve to the right, said curve being non-tangent to the last described course and having a central angle of 15°36'23", a radius of 547.50 feet and a chord which bears South 41°15'30" West for 148.67 feet; thence proceed Southwesterly along the arc of said curve for 149.13 feet to a point; thence proceed North 42°24'14" West for 10.00 feet to a point on the Southerly right of way margin of Doug Baker Boulevard, said Southerly right of way margin being in a curve to the right, said curve being non-tangent to the last described course and having a central angle of 10°49'11", a radius of 537.50 feet and a chord which bears South 54°29'55" West for 101.35 feet; thence proceed Southwesterly along the arc of said curve and along said Southerly right of way for 101.50 feet to the POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING APPURTENANT RIGHTS:

Agreement of covenants, conditions and restrictions and grant of easements a recorded in Official Records Instrument 20040624000345530, as amended by that certain First Amendment to Agreement of Covenants, Conditions and Restrictions and Grant of Easements as recorded in Official Records Book 20130913000372210, in the Office of the Judge of Probate, Shelby County, Alabama.



Declaration of Easements and Restrictions as recorded in Official Records Instrument 20040601000288850, as amended in Official Records Instrument 20040624000345520, in the Office of the Judge of Probate, Shelby County, Alabama.

One parcel of land located in the NE 1/4 of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of the NE 1/4 of said Section 25; thence South 0°00'00" West along the East line of said Section a distance of 305.77 feet; thence North 88°47'10" West a distance of 154.47 feet; thence South 0°00'00" West a distance 139.65 feet to the POINT OF BEGINNING; thence continue along last described course a distance of 107.0 feet; thence South 45°00'00" West a distance of 97.93 feet; thence South 0°00'00" West a distance of 54.28 feet; thence North 88°47'10" West a distance of 243.57 feet to the Easterly right of way line of McCain Parkway (50' ROW); thence North 1°32'02" East along said right of way line a distance of 173.69 feet to the beginning of a curve to the right having a radius of 365.0 feet and a central angle of 4°31'51" and subtended by a chord which bears North 3°47'57" East a distance of 28.86 feet; thence along the arc of said curve and said right of way line a distance of 28.86 feet; thence leaving said right of way line North 85°42'54" East a distance of 307.06 feet to the POINT OF BEGINNING.

A parcel of land located in the NE 1/4 of the NE 1/4 of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NE corner of the NE 1/4 of said Section 25; thence South 0°00'00" West along the East line of said Section a distance of 305.77 feet; thence North 88°47'10" West a distance of 154.47 feet to the Point of Beginning; thence North 0°00'00" East a distance of 40.75 feet; thence North 88°47'10" West a distance of 233.99 feet to a point on the Easterly right of way line of McCain Parkway (50' ROW), said point also lying on a curve to the right having a radius of 302.04 feet, a central angle of 14°08'44" and subtended by a chord which bears South 22°06'20" West a chord distance of 74.38 feet; thence along the arc of said curve and said right of way line a distance of 74.57 feet to the end of aforesaid curve and the beginning of a curve to the left having a radius of 365.00 feet, a central angle of 23°06'49" and subtended by a chord which bears South 17°37'17" West a chord distance of 146.25 feet; thence along the arc of said curve and said right of way line a distance of 147.24 feet; thence leaving said right of way line, North 85°42'54" East a distance of 307.06 feet; thence North 0°00'00" East a distance of 139.65 feet to the Point of Beginning.

TOGETHER with all of Borrowers' estate, right, title and interest, now owned or hereafter acquired, in:

(a) all buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the Premises; including but without being limited to, all heating, air conditioning and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, under padding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this clause (a) shall be deemed part of the realty covered by this Instrument and not severable wholly or in part without material injury to the freehold of the Premises (all of the foregoing together with replacements and additions thereto are referred to herein as "Improvements"); and

(b) all compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to a (i) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

(c) return premiums or other payments upon any insurance any time provided for the benefit of or naming LENDER, and refunds or rebates of taxes or assessments on the Premises;

(d) all the right, title and interest of Borrowers in, to and under all written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Borrowers may have

against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding;

(e) plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Borrowers' rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;

(f) all contracts, accounts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, deposits, bank accounts, general intangibles (including without limitation trademarks, trade names and symbols), permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obliger thereof to provide Borrowers with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees;

(g) all books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein; and

(h) all additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, described herein.

All of the foregoing described collateral is exclusive of any furniture, furnishings or trade fixtures owned and supplied by tenants of the Premises. The Premises, the Improvements, the Leases and all of the rest of the foregoing property are herein referred to as the "Property".

