

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>J. Ladd Davis (205) 484-0841</b>
B. E-MAIL CONTACT AT FILER (optional) <b>ldavis@rushtonstakely.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>J. Ladd Davis, Esq. Rushton, Stakely, Johnston &amp; Garrett, P.A. 2100B Southbridge Parkway, Suite 240 Birmingham, AL 35209</b>

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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>Oak Mountain Partners, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>1425 Richard Arrington, Jr. Blvd. S., Ste 100</b>		CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35205</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>Oakworth Capital Bank</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>850 Shades Creek Parkway, Ste 200</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:

See Exhibit "A" attached hereto and made a part hereof as if set out in full herein.

This UCC-1 financing statement is filed as additional Security in connection with that certain Mortgage from Debtor in favor of Secured Party being filed simultaneously herewith, on which the appropriate Mortgage Tax is being paid.

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:				

# 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

**Oak Mountain Partners, LLC**

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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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)

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:  
**Shelby County JOP**

**EXHIBIT A  
TO UCC-1 FINANCING STATEMENTS**

The following described property, situated in Shelby County, Alabama, to-wit ("Land"):

**PARCEL 2:**

Commence at the NW corner of Section 6, Township 20 South, Range 2 West; thence South 41 degrees 56 minutes 23 seconds East a distance of 1629.25 feet to the intersection of the Easterly right-of-way line of U.S. Highway No. 31 (200' R.O.W.) and the Southerly right-of-way line of Amphitheater Road (100' R.O.W.); thence South 82 degrees 16 minutes 18 seconds East and along said right-of-way of Amphitheater Road a distance of 165.29 feet to the Point of Beginning; thence continue along the last described course a distance of 230.68 feet; thence South 9 degrees 58 minutes 13 seconds West a distance of 176.28 feet; thence North 82 degrees 16 minutes 18 seconds West a distance of 223.78 feet; thence North 7 degrees 43 minutes 42 seconds East a distance of 176.15 feet to the POINT OF BEGINNING.

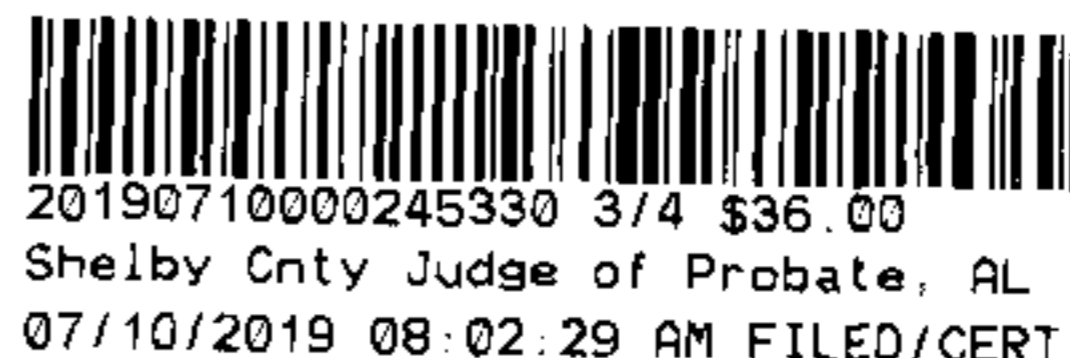
**PARCEL 3:**

Commence at the NW corner of Section 6, Township 20 South, Range 2 West; thence South 41 degrees 56 minutes 23 seconds East a distance of 1629.25 feet to the intersection of the Easterly right-of-way line of U.S. Highway No. 31 (200' R.O.W.) and the Southerly right-of-way line of Amphitheater Road (100' R.O.W.); thence South 82 degrees 16 minutes 18 seconds East and along said right-of-way of Amphitheater Road a distance of 395.97 feet; thence South 9 degrees 58 minutes 13 seconds West a distance of 176.28 feet to the Point of Beginning; thence continue along the last described course a distance of 15.92 feet; thence South 18 degrees 55 minutes 25 seconds West a distance of 106.28 feet; thence North 83 degrees 43 minutes 00 seconds West a distance of 392.75 feet to a point on the Southeasterly right-of-way of U.S. Highway No. 31 (200' R.O.W.), said point being on a curve to the left and concave Northwesterly having a radius of 2964.93 feet and a central angle of 2 degrees 31 minutes 39 seconds; thence along said right-of-way and the arc of said curve a distance of 130.80 feet, said arc subtended by a chord which bears North 13 degrees 45 minutes 19 seconds East a distance of 130.78 feet, to the end of said curve; thence South 82 degrees 16 minutes 18 seconds East a distance of 400.15 feet to the POINT OF BEGINNING.

**PARCEL 4:**

Commence at the NW corner of Section 6, Township 20 South, Range 2 West; thence South 41 degrees 56 minutes 23 seconds East a distance of 1629.25 feet to the intersection of the Easterly right-of-way line of U.S. Highway No. 31 (200' R.O.W.) and the Southerly right-of-way line of Amphitheater Road (100' R.O.W.); thence South 82 degrees 16 minutes 18 seconds East and along said right-of-way of Amphitheater Road a distance of 395.97 feet; thence South 9 degrees 58 minutes 13 seconds West a distance of 192.20 feet; thence South 18 degrees 55 minutes 25 seconds West a distance of 106.28 feet to the Point of Beginning; thence continue along the last described course a distance of 43.22 feet; thence South 21 degrees 53 minutes 52 seconds West a distance of 201.66 feet; thence North 68 degrees 07 minutes 56 seconds West a distance of 246.15 feet; thence North 64 degrees 10 minutes 39 seconds West a distance of 121.78 feet to a point on the Southeasterly right-of-way of U.S. Highway No. 31 (200' R.O.W.), said point being on a curve to the left and concave Northwesterly having a radius of 2964.93 feet and a central angle of 2 degrees 32 minutes 32 seconds; thence along said right-of-way and the arc of said curve a distance of 131.55 feet, said arc subtended by a chord which bears North 16 degrees 17 minutes 25 seconds East a distance of 131.54 feet; thence South 83 degrees 43 minutes 00 seconds East a distance of 392.75 feet to the POINT OF BEGINNING.

All situated in Shelby County, Alabama




TOGETHER with all and singular the leases, tenements, hereditaments, easements and appurtenances thereunto or unto any part thereof now or hereafter belonging or in any wise appertaining, and all streets, strips and gores of land, alleys, passages, ways, water courses, and all leasehold estates, rights-of-way, easements and covenants now existing or hereafter created for the benefit of Debtor or any subsequent owner or tenant of the Land, and all rights to enforce the maintenance thereof, and all other rights, privileges and liberties of whatsoever kind or character, and the reversions and remainders thereof, and all estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Debtor in and to the Land or any part thereof, and

TOGETHER with all building materials, fixtures, building machinery and building equipment delivered on site to the Land during the course of or in connection with the construction, reconstruction or remodeling of any of the aforesaid buildings, structures, or other improvements, and

TOGETHER with all personal property of every kind and description, and all apparatus, chattels, and fixtures now or hereafter erected or placed in or upon the Land or any improvement thereon or now or hereafter attached to or used in connection with the Land or any improvement thereon, and all additions thereto and all replacements thereof, whether or not the same have or would become part of the Land by attachment thereto, including without limiting the generality of the foregoing, all furnaces, heaters, gas and electric light fixtures, refrigerating, ventilating, incinerating, garbage disposal and air conditioning apparatus and equipment, all elevators, screens, doors, awnings, blinds, drapes, carpets, floor coverings, furnishings, appliances, televisions and television equipment, stereo and stereo equipment, restaurant equipment, refrigerators, stoves, storm windows, fire extinguishers, vehicles, inventory, supplies, gas and oil tanks and equipment, pipes, wires and plumbing and also all shrubbery or plants now or hereafter located on the Land or improvements, all of which shall to the extent permitted by law be considered as annexed to or forming a part of the Land (all of which is hereinafter referred to as the "Equipment"), and

TOGETHER with all monies, accounts receivable deposits, and proceeds (hereinafter referred to collectively as the "Proceeds") derived by Debtor from the Land, Equipment, or said apparatus, chattels, fixtures, buildings, structures, improvements, leases, tenant contracts, occupancy agreements, rental agreements, patrons, contracts, licenses, permits, rents, issues or profits, including but not limited to all revenue, receipts, rents, refunds, rebates, tenant reimbursements, condemnation awards and proceeds of the sale of, insurance on or other borrowings secured in whole or in part by any of the Land, Equipment, or said apparatus, chattels, fixtures, buildings, structures, improvements, leases, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues and profits, and

TOGETHER with all books and records, the benefit of any deposits or payments now or hereafter made by Debtor or on behalf of Debtor, all franchise agreements, license agreements, tradenames, trademarks, service marks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land, Equipment or Proceeds or any part thereof or are now or hereafter acquired by Debtor; all security deposits, and other deposits, and all other general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land, Equipment or Proceeds (all of which is referred to as the "Intangibles").

  
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