

# 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)
<div>WILLIAM TERRY PICKREN DAVIS, PICKREN, SEYDEL &amp; SNEED LLP 2300 MARQUIS TWO TOWER 285 PEACHTREE CENTER AVENUE, N.E. ATLANTA, GEORGIA 30303</div>



20190814000295460 1/6 \$40.00  
Shelby Cnty Judge of Probate, AL  
08/14/2019 01:12:38 PM 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	SCOTTY PROPERTIES, LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
2785 PELHAM PARKWAY	PELHAM		AL	35124
				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	LIVE OAK BANKING COMPANY			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
1741 TIBURON DRIVE	WILMINGTON		NC	28403
				COUNTRY
				USA

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

ALL THOSE ITEMS OF PROPERTY DESCRIBED IN SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF, WHEREVER LOCATED, INCLUDING BUT NOT LIMITED TO THOSE ITEMS OF PROPERTY WHICH MAY BE OR BECOME FIXTURES ATTACHED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

FOR FURTHER STIPULATIONS SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

ADDITIONAL COLLATERAL FOR MORTGAGE FILED IN INSTRUMENT NO. 20190814000295440

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	6b. Check <u>only</u> if applicable and check <u>only</u> one box:
6a. Check <u>only</u> if applicable and check <u>only</u> one box:	<input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
<input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
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:	
FILE IN THE COUNTY RECORDS	

## 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

**SCOTTY PROPERTIES, LLC**

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



20190814000295460 2/6 \$40.00  
Shelby Cnty Judge of Probate, AL  
08/14/2019 01:12:38 PM 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:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART  
HEREOF.**

17. MISCELLANEOUS:



SCHEDULE 1

DEBTOR: SCOTTY PROPERTIES, LLC

SECURED PARTY: LIVE OAK BANKING COMPANY

DESCRIPTION OF  
COLLATERAL:

All of the following property of the Debtor, whether now owned or hereafter acquired or arising, wherever located, including without limitation, on the real property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof:

1. This Financing Statement covers:

- (a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on that certain real property more particularly described in Exhibit "A" (hereinafter referred to as the "Land") and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awning and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other fixtures 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, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Debtor in any such fixtures subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payment now or hereafter made by Debtor or on behalf of Debtor, any property acquired with cash proceeds of any of the fixtures described hereinabove; all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Land as between the parties hereto and all persons claiming by, through or under them. The location of the above-described collateral is also the location of the Land:
- (b) All building materials and equipment delivered to the real property described and intended to be installed thereon and all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached, to said property and including all trade, domestic and ornamental



20190814000295460 3/6 \$40.00  
Shelby Cnty Judge of Probate, AL  
08/14/2019 01:12:38 PM FILED/CERT



fixtures, and articles of personal property of every kind and nature whatsoever thereafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or useable in connection with any present or future operation of said property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, boilers, ranges, furnaces, oil burners or units hereof, appliances, air-cooling and air conditioning apparatus, vacuum cleaning systems, elevators, escalators, shades, awning screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partition, ducts and compressors, rugs and carpets, draperies, furniture and furnishings; together with all additions thereto and replacement thereof. The items of property dealt with in this paragraph shall include, but not be limited to those shown on any plans and specifications furnished by Debtor to Secured Party in connection with the making of the loan hereby secured. The items of property dealt with in this paragraph not actually attached to the building where located shall be deemed to be constructively attached and all items herein dealt with whether actually or constructively attached are agreed to be fixtures constituting a part of the realty above described.

- (c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor.
- (d) All income, rents, issues, profits and revenues of the Land from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Debtor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same.

- 2. All products and proceeds (including insurance proceeds, pre-petition and post-petition bankruptcy proceeds) arising from or in any way relating to any or all of the collateral described above.



20190814000295460 4/6 \$40.00  
Shelby Cnty Judge of Probate, AL  
08/14/2019 01:12:38 PM FILED/CERT

## **EXHIBIT "A"**

### **Parcel IV**

**A parcel of land lying in the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:**

**Begin at the Southeast Corner of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 20 South, Range 3 West; thence run Westerly along the South boundary line of the said Southwest 1/4 of the Northeast 1/4 of Section 12, Township 20 South, Range 3 West for 892.48 feet to the current easterly right-of-way of U.S. Highway 31; thence turn an angle of 115°45'49" to the right and run Northeasterly along the said current easterly right-of-way for 496.68 feet, thence leaving said current easterly right-of-way turn an angle of 83°35'38" to the right and run Southeasterly for 206.40 feet; thence turn an angle of 19°21'26" to the left and run Easterly for 472.02 feet to a point lying on the East line of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 20 South, Range 3 West; thence turn an angle of 88°30'44" and run Southerly along said East line for 379.02 feet to the point of beginning.**

### **LESS AND EXCEPT:**

**A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as:**

**From the Southeast corner of the SW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, run Westerly along the South boundary line of said 1/4 - 1/4 section for 238.94 feet to the Point of Beginning of the land herein described; thence continue Westerly along the South boundary line of said 1/4 - 1/4 section for 263.07 feet; thence turn on angle of 98°59' to the right and run Northeasterly 174.3 feet, thence turn an angle of 76°00' to the right and continue Northeasterly 207.12 feet; thence turn an angle of 86°14' to the right and run Southeasterly 192.36 feet to the Point of Beginning.**

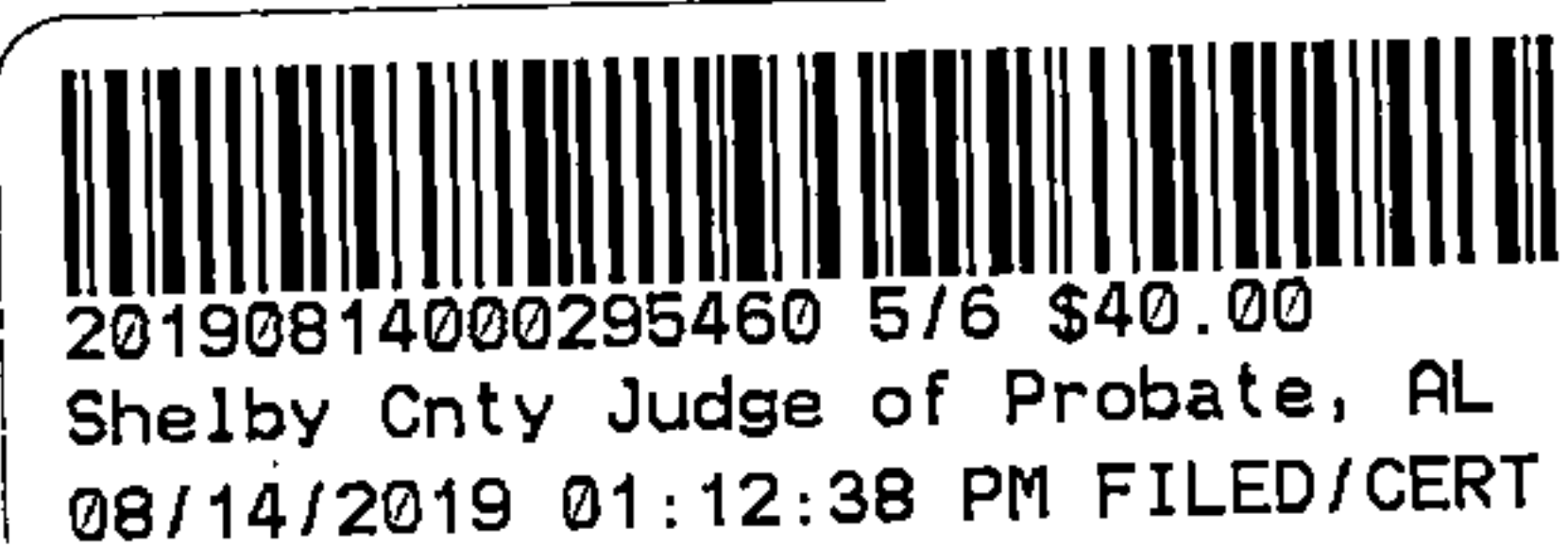




EXHIBIT "B"

(SPECIAL STIPULATIONS)

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.



20190814000295460 6/6 \$40.00  
Shelby Cnty Judge of Probate, AL  
08/14/2019 01:12:38 PM FILED/CERT