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UCC1 1/6

## 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)  Galloway, Scott & Hancock, LLC Attn: Walter Scott 2200 Woodcrest Place, Suite 310 Birmingham, AL 35209

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>RAM-Helena Development Partners, LLC</b>				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>2200 Magnolia Ave S, Suite 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>SOUTHPOINT BANK</b>				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>3501 Grandview Parkway</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35243</b>	COUNTRY <b>USA</b>

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

**See attached Schedule "I"**

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**SCHEDULE "I"**

**TO**

**FINANCING STATEMENT (UCC-1)**

**Debtor/Mortgagor: RAM-Helena Development Partners, LLC**

**Secured Party/Mortgagee: SOUTHPOINT BANK**

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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 buildings, 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 furnishings 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, replacements and accessions to any of the foregoing, whether such fixtures, 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;

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 or 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 untenability 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 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;

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 any 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.



**Legal Description of the Property:**

A parcel in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Southeast Quarter of Section 21, Township 20 South, Range 3 West in Shelby County, Alabama and being more particularly described as follows: Commence at an existing 1/2" rebar at the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section and run North 88° 20' 00" East along the South line of said Quarter-Quarter Section for 12.75 feet to 5/8" rebar set at the Point of Beginning.

Thence continue North 88° 20' 00" East along said South line for 283.36 feet to an existing 3/4" rebar, thence North 88° 01' 35" East along said South line for 38.20 feet to a 5/8" rebar at the Northwest corner of Lot 2 of Big B Addition to Helena as recorded in Map Book 21, Page 64 in the Probate Office of Shelby County, Alabama, thence South 01° 48' 05" East along said West line for 300.17 feet to an existing 1/2" rebar on the North right-of-way of Wyndham Parkway (60' right-of-way), thence North 88° 12' 30" East along said North right-of-way for 50.00 feet to an existing 5/8" rebar, thence continue North 88° 12' 30" East along said North right-of-way for 216.38 feet to an existing 1/2" rebar, thence (leaving right-of-way) run North 01° 49' 30" West along the East line of said Lot 2 for 299.98 feet to an existing 1/2" rebar on the South line of the Southeast Quarter of the Northeast Quarter, thence North 88° 16' 10" East along said South line for 111.68 feet to an existing 1/2" rebar, thence North 88° 24' 45" East along said South line for 80.94 feet to an existing 1/2" rebar, thence North 02° 27' 15" West for 423.40 feet to a 5/8" rebar set, thence South 88° 37' 50" West for 174.88 feet to an existing 1/2" rebar, thence South 35° 04' 10" West for 84.19 feet to an existing 1" crimped pipe at the Northeast corner of Lot 6, Block 2 of Mullin's Addition to Helena, said subdivision being on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 3, Page 56. Thence South 34° 55' 35" West along the East line of said Lot 6 for 100.10 feet to an existing 1/2" crimped pipe at the Northeast corner of Lot 5, Block 2 of Mullin's Addition, thence North 54° 45' 55" West along the Northerly line of Lot 5 for 286.35 feet to an existing 1/2" rebar on the Southeasterly right-of-way for Helena Road (Highway 261, right-of-way varies) thence South 35° 23' 10" West along said right-of-way for 99.98 feet to an existing 1/2" rebar, thence South 35° 40' 00" West along said right-of-way for 42.95 feet to a 5/8" rebar set at the P.C. of a curve to the left (Radius = 1596.76', Delta = 08° 52' 00", Chord = South 31° 14' 00" West, 246.86 feet), thence run in a Southwesterly direction along the arc of said curve for 247.10 feet to a 5/8" rebar set, thence South 26° 48' 00" West along said right-of-way for 65.00 feet to a 5/8" rebar set, thence South 05° 52' 30" West along said right-of-way for 71.20 feet to the Point of Beginning.

Said property being composed of the following lots:

Lots 1, 2, 3, 5 Block 2, according to the Survey of Mullin's Addition to Helena, as recorded in Map Book 3, Page 56, in the Office of the Judge of Probate of Shelby County, Alabama.

Lots 4-A and 4-B, Block 2, according to a Resurvey of Lot 4, Block 2, of Mullins Addition to Helena, as recorded in Map Book 20, Page 72, in the Office of the Judge of Probate of Shelby County, Alabama.

A Tract of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama and known as part of Lot 24, Block 2, Mullins Addition to Helena Subdivision as recorded in the Office of the Judge of Probate of Shelby County, Alabama; being more particularly described as follows: Commence at the Southeast corner of said Southeast 1/4 of Northeast 1/4; thence in a westerly direction along the south line thereof a distance of 516.0 feet to the point of beginning; thence continue west along said south line a distance of 497.24 feet to the Southwest corner

of said Lot 24; thence an angle right of 126 deg. 46 min. 30 sec. and run in a northeasterly direction along the northwest line of Lot 24, a distance of 529.51 feet; thence an angle right of 53 deg. 28 min. 40 sec. and run in an easterly direction along the north line of Lot 24, a distance of 174.88 feet; thence an angle of 89 deg. 01 min. 20 sec. and run in a southerly direction a distance of 423.40 feet to the point of beginning on the south line of said 1/4-1/4 section; being situated in Shelby County, Alabama.

Lot 2, according to the Survey of Big B Addition to Helena, as recorded in Map Book 21, Page 64, in the Office of the Judge of Probate of Shelby County, Alabama. Less and except the west 50 feet of said Lot 2.

The West 50 feet of Lot 2, according to the Survey of Big B Addition to Helena, as recorded in Map Book 21, Page 64, in the Office of the Judge of Probate of Shelby County, Alabama.

Less and Except:

A parcel in the Southeast Quarter of the Northeast Quarter of Section 21, Township 20 South, Range 3 West in Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of said Quarter-Quarter Section and run North 88° 20' 00" East along the South line of said Quarter-Quarter Section for 296.12 feet, thence North 88° 01' 35" East along said South line for 38.20 feet, thence North 88° 14' 20" East along said South line for 49.54 feet to the Point of Beginning. Thence continue North 88° 14' 20" East along said South line for 0.46 feet, thence North 88° 15' 10" East along said South line for 216.26 feet, thence North 88° 16' 10" East along said South line for 111.68 feet, thence North 88° 24' 45" East along said South line for 80.94 feet, thence North 02° 27' 15" West for 30.00 feet, thence South 88° 24' 45" West for 80.52 feet, thence South 88° 16' 10" West for 111.72 feet, thence South 88° 15' 10" West for 201.01 feet, thence South 35° 14' 05" West for 12.02 feet to the P.C. of a curve to the left (Radius = 44.42', Delta = 28° 48' 17", Chord = South 20° 49' 55" West, 22.10 feet), thence run in a Southwesterly direction along the arc of said curve for 22.33 feet to the Point of Beginning.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/20/2019 02:32:17 PM  
\$47.00 CHARITY  
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*Allie S. Bayl*