

County Division Code: AL040
Inst. # 2020011420 Pages: 1 of 7
I certify this instrument filed on
2/3/2020 1:29 PM Doc: UCC 7
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$43.00

Clerk: SSTEPHENS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) L. Talking Wolf
B. E-MAIL CONTACT AT FILER (optional) ltalkingwolf@balch.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) J. Corbitt Tate BALCH & BINGHAM LLP P.O. Box 306 Birmingham, AL 35201



20200204000046190 1/7 \$49.00
Shelby Cnty Judge of Probate, AL
02/04/2020 12:26:30 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 Atkins Family, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 501 28th Street South	CITY Irondale	STATE AL	POSTAL CODE 35210	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 BBVA USA				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 15 South 20th Street, Suite 201	CITY Birmingham	STATE AL	POSTAL CODE 35233	COUNTRY USA

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

All that collateral more particularly described on Exhibits A and B, attached hereto and made a part hereof.

6 pages attached (Addendum, Exhibit A and Exhibit B)

Note: This financing statement is recorded as additional security for a mortgage recorded simultaneously herewith upon which recording taxes have been paid.

Inst # 2020011419

Shelby County Inst #
20200204000046180

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/Licensor				

8. OPTIONAL FILER REFERENCE DATA:

To be filed with the Recorder's Office of Jefferson County and Shelby County, Alabama.

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 ☐

OR	9a. ORGANIZATION'S NAME Atkins Family, LLC	
	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX



20200204000046190 2/7 \$49.00
Shelby Cnty Judge of Probate, AL
02/04/2020 12:26:30 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

OR	10a. ORGANIZATION'S NAME			
	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)

OR	11a. ORGANIZATION'S NAME			
	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:

Real property described on Exhibit B, attached hereto and made a part hereof.

17. MISCELLANEOUS:

EXHIBIT A

Collateral Description

All, any portion, or any interest in, the Land, Improvements, Fixtures, Personal Property, Leases, and Rents, together with (a) all rights, privileges, tenements, hereditaments, rights of way, easements, appendages, and appurtenances in anywise appertaining thereto, and all of Debtor's right, title and interest in and to any streets, ways, alleys, strips, or gores of land adjoining the Land or any part therein, (b) all betterments, accessions, additions, appurtenances, substitutions, replacements, and revisions thereof and thereto and all reversions and remainders therein, (c) all other interest of every kind and character which Debtor now has or at any time hereafter acquires in and to the above described and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, licenses, and all reversionary rights or interests of Debtor with respect to such property. To the extent permitted by Applicable Law and the Legal Requirements, all of the Personal Property and Fixtures are to be deemed and held to be a part of and affixed to the Land (collectively, the "**Collateral**").

As used herein,

"**Land**" means the real estate or any interest therein described in Exhibit B attached hereto and made a part hereof, together with all Improvements and Fixtures and all rights, titles, and interests appurtenant thereto.

"**Improvements**" means all buildings, structures, open parking areas, and other improvements, and any and all accessions, additions, replacements, substitutions, or alterations thereof or appurtenances thereto, now or at any time hereafter situated, placed, constructed, or renovated upon the Land or any part of the Land.

"**Fixtures**" means (a) all materials, supplies, equipment, apparatus, and other items now or hereafter attached to, installed on or in the Land or the Improvements, or which in some fashion are deemed to be fixtures to the Land or Improvements under Applicable Law, other than those owned by tenants under any Lease, and (b) all items of Personal Property to the extent that the same may be deemed fixtures under Applicable Law.

"**Personal Property**" means all of Debtor's right, title, and interest in and to all tangible and intangible personal property, whether or not Fixtures, including all equipment, inventory, goods, consumer goods, accounts, chattel paper, instruments, money, general intangibles, documents, minerals, crops, and timber which are attached to, installed, placed, or used on or in connection with, or is acquired for such attachment, installation, placement, or use, or which arises out of the improvement, financing, leasing, operation, or use of, the Land, the Improvements, Fixtures, or other goods located on the Land or Improvements, together with all additions, accessions, accessories, amendments, and modifications thereto, extensions, renewals, enlargements, and proceeds thereof, substitutions therefor, and income and profits therefrom.

"**Leases**" means (a) any lease, sublease, license, concession, or other agreement (written or oral, now or hereafter in effect) which grants a possessory interest in and to, or the right to extract



20200204000046190 3/7 \$49.00
Shelby Cnty Judge of Probate, AL
02/04/2020 12:26:30 PM FILED/CERT

from, mine, occupy, sell or use the Collateral, and (b) all other agreements, including, but not limited to, utility contracts, maintenance agreements, and service contracts which in any way relate to the use, occupancy, operations, maintenance, enjoyment, or ownership of the Collateral, save and except any and all leases, subleases, or other agreements pursuant to which Debtor is granted a possessory interest in the Land.

“Rents” means all of the rents, revenues, income, proceeds, royalties, profits, and other benefits paid or payable for using, leasing, licensing, possessing, operating from or in, residing in, selling, mining, extracting, or otherwise enjoying or using the Collateral.

All capitalized terms not defined herein shall have the definitions assigned to them in that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents executed by and between Debtor and Secured Party dated January 31, 2020.



20200204000046190 4/7 \$49.00
Shelby Cnty Judge of Probate, AL
02/04/2020 12:26:30 PM FILED/CERT

EXHIBIT B

Legal Description

PARCEL I

The following real property situated in Jefferson County, Alabama:

Tract (A):

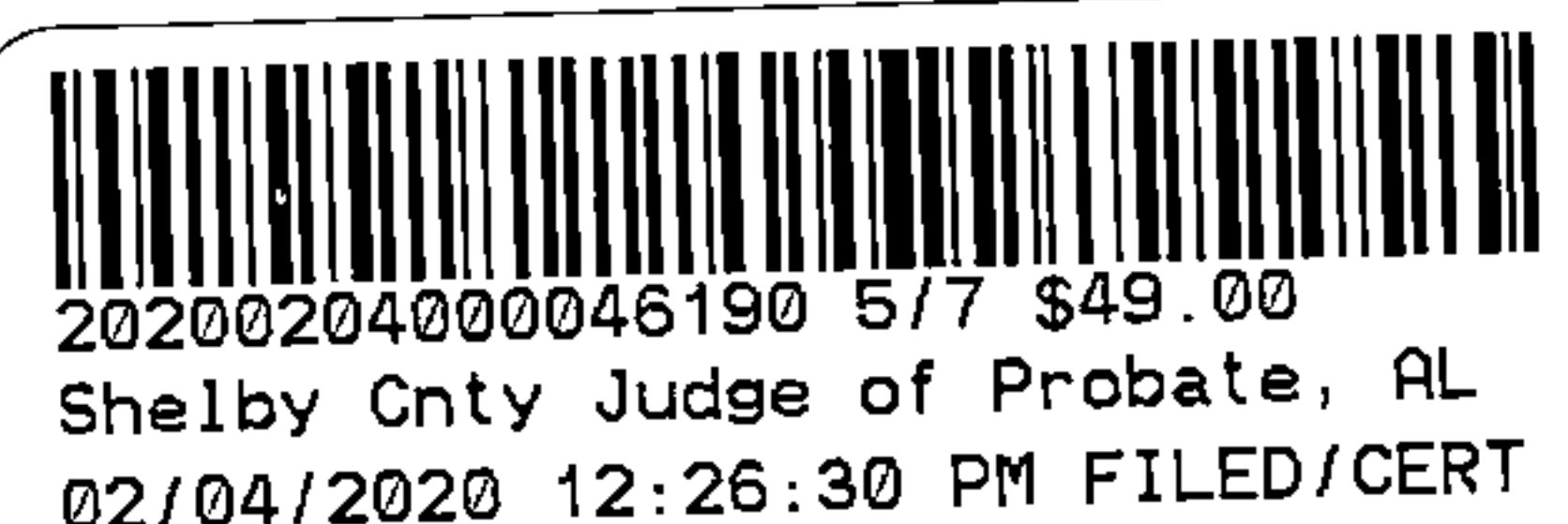
Part of the SW 1/4 of the NE 1/4 of Section 24, Township 17 South, Range 2 West, in Jefferson County, Alabama, more particularly described as follows:

Commence at the Southeast corner of said 1/4 1/4 section, run thence Westwardly along the South line of said 1/4 1/4 section for a distance of 165 feet to the Point of Beginning of the property herein described, from the Point of Beginning thus obtained, turn an angle to the right of 88°08' and run Northwardly for a distance of 527.65 feet to intersection with the Southeasterly right of way line of the Seaboard Airline Railroad; thence turn an angle to the left of 125°11' and run Southwestwardly along the Southeasterly right of way line of said Railroad for a distance of 875.54 feet to point on the South line of said 1/4 1/4 section; thence turn an angle to the left of 142°57' and run Eastwardly along the South line of said 1/4 1/4 section for a distance of 716.30 feet to the Point of Beginning.

Tract (B):

Part of the SE 1/4 of the NE 1/4 and part of the SW 1/4 of the NE 1/4 of Section 24, Township 17 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows:

Begin at the Northwest corner of Lot 6, according to the First Addition "Irondale Industrial Park", as recorded in Map Book 80, page 96, in the Probate Office of said County, run thence Southwardly along the Westerly line of said Lot 6 for a distance of 464.79 feet to the Southwest corner of said Lot 6; thence turn an angle to the left of 125°09'25" and run Northeastwardly along the Southeasterly line of said Lot 6, for a distance of 97.85 feet to intersection with the Westerly line of 5th Avenue South; thence turn an angle to the right of 125°09'25" and run Southwardly along the Westerly line of said 5th Avenue, South, for a distance of 73.39 feet to a point on the Northwesterly line of Lot 5 of said survey of First Addition "Irondale Industrial Park"; thence turn an angle to the right of 54°50'35" and run Southwestwardly along the Northwesterly line of said Lot 5 for a distance of 97.85 feet; thence turn an angle to the left of 54°50'35" and run Southwardly along the Westerly line of said Lot 5 for a distance of 182.73 feet to a point on the South line of said 1/4 1/4 section; thence turn an angle to the right of 91°52' and run Westwardly along the South line of said 1/4 1/4 section for a distance of 261.98 feet; thence turn an angle to the right of 88°08' and run Northwardly for a distance of 527.97 feet to intersection with the Southeasterly right of way line of the Seaboard Coastline Railroad; thence turn an angle to the right of 54°50'35" and run Northeastwardly along the Southeasterly right of way line of said Railroad for a distance of 320.26 feet to the Point of Beginning.



Tract (C):

A part of Lot 6, according to the First Addition "Irondale Industrial Park" Subdivision as recorded in Map Book 80, page 96, more particularly described as follows:

That portion of Lot 6 located South of a line extended Westerly at right angles to the Easterly line of the easement for Shades Creek, from the point of intersection of the East line of the easement for Shades Creek with the North line of 5th Avenue South, in Irondale, Alabama.

Tract (D):

Part of the SE 1/4 of Section 24, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

From the Southwest corner of the North half of the Northwest 1/4 of the Southeast 1/4 of said Section 24, run in a Northerly direction along the West line of said Northwest 1/4 of the Southeast 1/4 for a distance of 333.69 feet to a point of intersection with the Southeast right of way of Seaboard Airline Railroad right of way; thence turn an angle to the right of 54°43'52" and run in a Northeasterly direction along said Southeast right of way line of said Seaboard Airline Railroad right of way for a distance of 551.80 feet; thence turn an angle to the right of 37°03'03" and run in an Easterly direction for a distance of 808.81 feet to an existing iron pin being the Point of Beginning; thence turn an angle to the right of 90° and run in a Southerly direction for a distance of 7.63 feet to an existing iron pin; thence turn an angle to the left of 90° and run in an Easterly direction for a distance of 169.47 feet to an existing iron pin; thence turn an angle to the left of 91°51'16" and run in a Northwesterly direction for a distance of 7.63 feet to an existing iron pin; thence turn an angle to the left of 88°08'44" and run in a Westerly direction for a distance of 169.22 feet, more or less, to the Point of Beginning.

Less and Except from the above Parcels:

Part of the Northeast 1/4 of Section 24, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

From the Southwest corner of the North half of the Northwest 1/4 of the Southeast 1/4 of said Section 24, run in a Northerly direction along the West line of said Northwest 1/4 of the Southeast 1/4 for a distance of 333.69 feet to a point of intersection with the Southeast right of way of Seaboard Airline Railroad right of way; thence turn an angle to the right to the right of 54 degrees 43 minutes 57 seconds and run in a Northeasterly direction along said Southeast right of way line of said Seaboard Airline Railroad right of way for a distance of 551.80 feet; thence turn an angle to the right of 37 degrees 03 minutes 03 seconds and run in an Easterly direction for a distance of 550.33 feet to an existing iron pin being the point of beginning; thence turn an angle to the left of 90 degrees and run in a Northerly direction for a distance of 5.0 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in an Easterly direction for a distance of 258.48 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a Southerly direction for a distance of 5.0 feet to an existing iron pin; thence turn an angle to the right of 90



20200204000046190 6/7 \$49.00
Shelby Cnty Judge of Probate, AL
02/04/2020 12:26:30 PM FILED/CERT

degrees and run in a Westerly direction for a distance of 258.48 feet, more or less, to the point of beginning.

Also:

Together with those beneficial rights and easements in real estate, if any, created in that Instrument recorded in Real Volume 398, page 559.

PARCEL II:

The following real property situated in Shelby County, Alabama:

A part of Lot 7, Oak Mountain Commerce Place as recorded in Map Book 18, Page 58 in the Office of the Judge of Probate in Shelby County, Alabama. Being located in the Northwest $\frac{1}{4}$ of Section 6, Township 20 South, Range 2 West, more particularly described as follows: Commence at the Northeast corner of Section 1, Township 19 South, Range 3 West said point also being the Northwest corner of Section 6, Township 20 South, Range 2 West and lying on the Westerly line of said Lot 7; thence in a Southerly direction along the Westerly line of said Lot 7 and said Section 6, a distance of 20.15 feet to the point of beginning; thence continue along last described course a distance of 298.00 feet; thence 90 degrees, left in an Easterly direction a distance of 171.64 feet to the Westerly right-of-way line of Commerce Court; thence 90 degrees left in a Northerly direction, along said right-of-way line a distance of 85.00 feet; to the beginning of a curve to the right having a radius of 414.93 feet and a central angle of 8 degrees 12 minutes 52 seconds; thence in a Northeasterly direction along the arc of said curve and right-of-way line a distance of 59.59 feet to the end of said curve; thence in a Northeasterly direction along a line tangent to said curve and along said right-of-way line a distance of 133.00 feet; thence 91 degrees 45 minutes 07 seconds left in a Westerly direction 196.15 feet to the point of beginning; being situated in Shelby County, Alabama.



20200204000046190 7/7 \$49.00
Shelby Cnty Judge of Probate, AL
02/04/2020 12:26:30 PM FILED/CERT