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04/30/2020 02:33:22 PM
UCC1 1/6

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Beau Byrd 205-521-8000
B. E-MAIL CONTACT AT FILER (optional) bbyrd@bradley.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>William C. Byrd, II</div><div>Bradley Arant Boulton Cummings LLP</div><div>One Federal Place</div><div>1819 Fifth Avenue North</div><div>Birmingham, Alabama 35203</div></div>

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)

OR	1a. ORGANIZATION'S NAME KMG REAL ESTATE HOLDINGS, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 400 Hillwood Park South		CITY Alabaster	STATE AL	POSTAL CODE 35007
			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)

OR	2a. ORGANIZATION'S NAME			
	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)

OR	3a. ORGANIZATION'S NAME SOUTHPOINT BANK			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 3501 Grandview Parkway		CITY Birmingham	STATE AL	POSTAL CODE 35243
			COUNTRY USA	

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

See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

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: 0S1124-401009 filed with the AL SOS	

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 <input type="checkbox"/>	
9a. ORGANIZATION'S NAME KMG REAL ESTATE HOLDINGS, 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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME <u>or</u> <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> 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. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> 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:

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SCHEDULE I
TO
UCC FINANCING STATEMENT

DEBTOR: KMG REAL ESTATE HOLDINGS, LLC, an Alabama limited liability company
SECURED PARTY: SOUTHPOINT BANK, an Alabama banking corporation

All of the forthcoming described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (which property is hereinafter referred to collectively as the “**Premises**”):

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the “**Land**”); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on 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, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the “**Improvements**”), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this financing statement; and

(c) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by Debtor and attached to the Premises (other than fixtures); or placed on the Premises and used or useful in connection with, or in any way pertaining or relating to, the Premises or the use and occupancy thereof, though not attached to the Premises; or for which the proceeds of the secured indebtedness has been or may be advanced, wherever the same may be located; and

(d) All policies of hazard insurance now or hereafter in effect that insure the Premises, or any Improvements, or any other property conveyed or encumbered hereby, together with all right, title and interest of Debtor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and

(e) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of 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, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by this financing statement; and

(f) 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 ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(g) All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to Debtor or any subsequent owner of the Premises, or the Improvements, or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Premises, or the Improvements, or any other such property; and

(h) (i) All general intangibles relating to the Improvements or any other property conveyed or encumbered hereby; (ii) all governmental licenses and permits relating to the operation of the Premises; and (iii) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Premises, the Improvements or any other property conveyed or encumbered by this financing statement, or used or useful in connection therewith, whether now or hereafter entered into; and

(i) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; and

(j) All proceeds of any of the foregoing.

[Legal Description]

PARCEL I:

Part of the SE 1/4 of the SW 1/4 of Section 25, Township 20 South, Range 3 West, Shelby County Alabama, described as follows:

From the SW corner of said quarter-quarter Section, run in an Easterly direction along the South line of said quarter-quarter Section for a distance of 77.98 feet; thence an angle to the left of 75°33'30" and run in a Northeasterly direction along the East line of Lots 14, 15, 16, 17, & 18, in Block 3, Re-survey of George's Subdivision of Keystone, Sector 3, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 4, page 33 for a distance of 460.0 feet; thence turn an angle to the right of 87°45'30" and run in a Southeasterly direction for a distance of 280.40 feet; thence turn an angle to then left of 73°47' and run in a Northeasterly direction for a distance of 190.03 feet; thence turn an angle to the right of 88°16'30" and run in a Southeasterly direction 78.0 feet to the point of beginning; thence turn an angle to the left of 28°37' and run in an Easterly direction for a distance of 138.06 feet, more or less, to a point on the Northwest right of way line of Hickory Hill Drive; thence turn an angle to the left and run Northerly along the West right of way line of Hickory Hill Drive to its intersection with South right of way line of County Highway #68; thence Northwesterly along the South right of way line of County Highway #68 to its intersection with East line of a 50 foot easement as condemned by Town of Alabaster in Probate Minutes 32, page 655 in the Probate Office; thence in a Southerly direction along the East line of said easement to the North line of Water Tank Lot, as condemned by Town of Alabaster in Probate Minutes 32, page 655 in Probate Office; thence Southeasterly along said Water Tank Lot to its Northeast corner; thence Southwesterly along the East line of said Water Tank Lot to the point of beginning.

PARCEL II

Cell Tower Lease Area:

A portion of the SE 1/4 of the SW 1/4 of Section 25, Township 20 South, Range 3 West, described as follows:

Begin at a 1/2" rebar found at the Southeast corner of Lot 2-A, according to a Resurvey of Lots 2 & 3 of Circle Hill Subdivision, as recorded in Map Book 6, page 29, in the Probate Judge's Office of Shelby County, Alabama; thence S60°31'23"E a distance of 61.88 feet to a 5/8" capped rebar set (#19753), said point on the East line of a tract of land as recorded in Instrument 1997-42582, in the Probate Office; thence S27°25'59"W and along said East line a distance of 36.17 feet to 5/8" capped rebar set (#19753) at the Southeast corner of said tract; thence N62°34'01"W and along the South line of said tract a distance of 58.58 feet to a 1/2" rebar found at the Southwest corner of said tract; thence N22°34'37"E and along the West line of said tract a distance of 38.53 feet to the point of beginning.

Cell Tower Ingress/Egress & Utility Easement:

Commencing at a 1/2" rebar found at the Southeast corner of Lot 2-A, according to a Resurvey of Lots 2 & 3 of Circle Hill Subdivision, as recorded in Map Book 6, page 29, in the Probate Judge's Office of Shelby County, Alabama; thence S60°31'23"E a distance of 44.45 feet to the Point of Beginning of a Ingress/Egress & Utility Easement; thence N29°50'21"E a distance of 197.38 feet, more or less, to a point on the South right of way of County road No 68; thence along an arc of a curve to the right, with a chord bearing and distance of S61°15'02"E for 9.13 feet to a point at the Northeast corner of a tract of land as

recorded in Instrument 1997-42582 in the Probate Office; thence S27°25'59"W and along said East line a distance of 233.78 feet to 5/8" capped rebar set (#19753); thence N60°31'23"W a distance of 17.43 feet to the point of beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/30/2020 02:33:22 PM
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