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UCC1 1/4

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Inst. # 2019019188 Pages: 1 of 4
I certify this instrument filed on
3/4/2019 4:02 PM Doc: UCC 7
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$37.00

Clerk: LYNN

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Lisa Parker (205) 250-8400
B. E-MAIL CONTACT AT FILER (optional) lparker@najjar.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Najjar Denaburg, P.C. Attn: Lisa Parker 2125 Morris Ave. Birmingham, AL 35203

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 Sawabe Properties, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 3545 Maret Street		CITY Hoover	STATE AL	POSTAL CODE 35226
			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 SouthPoint Bank				
OR				
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 attached Schedule "I".

Debtor is record owner.

Amount of Indebtedness: \$1,312,000.00

Given as additional security for Mortgage recorded in Instrument No. 2018093563 in the Probate Office of Jefferson County, Alabama and also in Instrument No. 20180906000320660 in the Probate Office of Shelby County, Alabama.

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 <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing				
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <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				
7. ALTERNATIVE DESIGNATION (if applicable):				
8. OPTIONAL FILER REFERENCE DATA:				

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: **Sawabe Properties, LLC**

Secured Party/Mortgagee: **SouthPoint Bank**

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The following (hereinafter "Mortgaged Property"):

a) The Land situated in Jefferson and Shelby Counties, 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.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/21/2020 09:06:52 AM
\$43.00 CHERRY
20200721000302970

Ann S. Byrd

	Title Insurance Commitment
	ISSUED BY First American Title Insurance Company
Exhibit A	

File No.: C18060

EXHIBIT A

The Land referred to in this Commitment is described as follows:

Parcel I: (Ross Bridge Flats, LLC)

Units C1, C2, C3, C4 and C5, Building 2201 in Village Flats Condominium, as established by that certain Declaration of Condominium of Village Flats Condominium which is recorded in Book LR200865, Page 1, in the Probate Office of Jefferson County, Alabama, and any amendments thereto, which Declaration of Condominium a plan is attached as Exhibit "J" thereto, and recorded in the Condominium Plat of Village Flats Condominium, in Map Book 45, Page 43, and any future amendments thereto, Articles of Incorporation of Village Flats Condominium Owners Association Inc are recorded in Book LR200865, Page 133, in the Office of the Judge of Probate of Jefferson County, Alabama, and to which said Declaration of Condominium the By-Laws of Village Flats Condominium Owners Association Inc are attached as Exhibit "I" thereto, Rules and Regulations of Village Flats Condominium Owners Association Inc are attached as Exhibit "L" together with an undivided interest in the Common Elements assigned to said Unit by said Declaration of Condominium as set out in Exhibit "C-1, C-2 and C-3".

Parcel II: (Sawabe Properties, LLC)

Units 112, 122, Building 1; 1013, Building 10 & 1212, Building 12, in Edenton Office Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument No. 20070410000163990, and the First Amendment to Declaration as recorded in Instrument No. 20070817000390020 in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, as recorded in the Condominium Plat of Edenton Office Condominium, in Map Book 38, Page 74, and 1st Amended Condominium Plat of Edenton Office Condominium, in Map Book 39, Page 11, and 2nd Amended Condominium Plat of Edenton Office Condominium, as recorded in Map Book 39, Page 91, any future amendments thereto, Articles of Incorporation of Edenton Office Condominium Association as recorded in Instrument No. 20070410000163970, in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Office Condominium Association Inc are attached as Exhibit "B" thereto, together with an undivided interest in the Common Elements assigned to said Unit set out in said Declaration of Condominium set out in Exhibit "D".

Parcel III: (Cahaba Beach Investments, LLC)

Units 111 & 121 in Building 1; Units 1011, 1012, 1014 & 1023 in Building 10; Units 1121 & 1122 in Building 11 and Unit 1221 in Building 12, in Edenton Office Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument No. 20070410000163990, and the First Amendment to Declaration as recorded in Instrument No. 20070817000390020 in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, as recorded in the Condominium Plat of Edenton Office Condominium, in Map Book 38, Page 74, and 1st Amended Condominium Plat of Edenton Office Condominium, in Map Book 39, Page 11, and 2nd Amended Condominium Plat of Edenton Office Condominium, as recorded in Map Book 39, Page 91, any future amendments thereto, Articles of Incorporation of Edenton Office Condominium Association as recorded in Instrument No. 20070410000163970, in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Office Condominium Association Inc are attached as Exhibit "B" thereto, together with an undivided interest in the Common Elements assigned to said Unit set out in said Declaration of Condominium set out in Exhibit "D".