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UCC1 1/5

County Division Code: AL039 Inst. # 2021013783 Pages: 1 of 6 I certify this instrument filed on: 2/4/2021 8:12 AM
Doc: UCC 7 Judge of Probate Jefferson County, AL Rec: \$41.00
Clerk: DRBESS

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Michael B. Odom (205) 725-6400
B. E-MAIL CONTACT AT FILER (optional) modom@mcglinchey.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) McGlinchey Stafford 505 North 20th Street Suite 800 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 S&S Investment, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 8180 Caldwell Drive	CITY Trussville	STATE AL	POSTAL CODE 35173	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

Additional Collateral to that certain Real Estate Mortgage recorded simultaneously herewith.

Taxes paid with mortgage recording.

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

(A) The land described in Exhibit A attached hereto and made a part hereof (the "Land") as well as all development rights, air rights, water, water rights and water stock relating to the Land, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Land, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law and in equity of Mortgagor of, in and to the same, including but not limited to the other rights herein enumerated.

(B) All present and future structures, buildings, improvements and appurtenances of any kind now or hereafter situated on the Land (herein called the "Improvements") and all fixtures, fittings, apparatus, equipment and appliances of every kind and character now or hereafter attached or appertaining to the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all plumbing fixtures, ornamental and decorative fixtures, elevators, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances and sprinkling, smoke, fire and intrusion detection devices, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Mortgage, whether or not attached or affixed to the Land.

(C) All appurtenances to the Land and all rights of Mortgagor in and to any streets, roads, public places, easements or rights of way relating to the Land.

(D) All the Rents, revenues, receipts, royalties, issues, income and profits of the Land and the Improvements and all rights of Mortgagor under all present and future Leases and subleases affecting the Land and the Improvements.

(E) All proceeds and claims arising on account of any damage to or taking of the Land or any Improvements thereon or any part thereof and all causes of action and recoveries for any loss or diminution in the value of the Land or any Improvements.

(F) All building materials, equipment, fixtures, fittings and appliances of every kind and character now owned or hereafter acquired by Mortgagor for the purpose of being solely used in connection with the operation of the Improvements as a building as distinct from any business conducted within the Improvements or on the Land, whether such building materials, equipment, fixtures, fittings and appliances are actually located on or adjacent to the Land and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all lumber and lumber products, bricks, building stones and blocks, sand, cement, roofing and flooring material, paint, doors, windows, hardware, nails, insulations, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures and all gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances; and

(G) All general intangibles relating to the development or use of the Land, including, without limitation, all water and sewer allocations, all licenses, all

governmental permits relating to construction on the Land, all names under or by which the Land or any Improvements on the Land may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land.

Exhibit "A"
Property Description

Property 1:

Lot 15, according to the Survey of Tacoa Parc, Phase 1, as recorded in Map Book 23, Page 124, in the Probate Office of Shelby County, Alabama.

Property 2:

A tract of land, Being triangularly shaped, lying between Coody Road and Clark Road and South of the Southernmost intersection of Coody Road and Clark Road and fronting 350 feet along Coody Road commencing at the aforesaid point of intersection with Clark Road. Said property being situated in the North One-Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 36, Township 16, Range 1 West. . Excepting from this conveyance, however, the mineral interest with mining privileges. ~~Situated in Jefferson County, Alabama.~~

Property 3:

Commence at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 16 South, Range 3 West, Jefferson County, Alabama, thence run South along the West line of said 1/4-1/4 section a distance of 385.06 feet to the Point of Beginning; thence turn left 81 degrees 46 minutes 25 seconds and run Southeasterly a distance of 127.21 feet; thence turn right 72 degrees 20 minutes and run Southerly a distance of 13.5 feet; thence turn left 72 degrees 20 minutes and run Southeasterly a distance of 86.43 feet; thence turn right 78 degrees 31 minutes and run South a distance of 137.16 feet; thence turn right a measured angle of 115 degrees 31 minutes 25 seconds and run a measured distance of 80.73 feet; thence turn left 89 degrees 45 minutes and run Southwesterly a distance of 140.33 feet to the Northerly right of way line of Kelly Loop Road; thence turn right and run Northwesterly along said right of way line a distance of 105 feet, more or less, to the West line of said 1/4-1/4 section; thence turn right and run North along said 1/4-1/4 section line a distance of 215.12 feet to the Point of Beginning.

Subject to a non-exclusive easement for ingress and egress described as follows: Commence at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 16 South, Range 3 West, Jefferson County, Alabama; thence run South along the West line of said 1/4-1/4 section a distance of 385.06 feet; thence turn left 81 degrees 45 minutes 25 seconds and run Southeasterly a distance of 127.21 feet; thence turn right 72 degrees 20 minutes and run Southerly a distance of 6.75 feet to the Point of Beginning of said centerline; thence turn right 107 degrees 40 minutes and run Northwesterly a distance of 112.71 feet to the center of gravel drive; thence turn left 105 degrees 22 minutes 40 seconds and run Southeasterly along the centerline of said gravel drive a distance of 117.0 feet; thence turn right 9 degrees 57 minutes and continue Southerly along said centerline a distance of 23.5 feet; thence turn right 7 degrees 50 minutes 25 seconds and continue Southeasterly along said centerline a distance of 81.0 feet, more or less, to the Northerly right of way line of Kelly Loop Road and end of said described centerline.

Property 4:

Unit 310, Building 300, in the Woodland Village Condominium, a condominium located in

Jefferson County, Alabama, as established by Declaration of Condominium as recorded in Real Book 1794, Page 415, and By-Laws thereto recorded in Real Volume 1794, Page 433, in the Office of the Judge of Probate Jefferson County, Alabama, together with an undivided interest in the Common Elements of Woodland Village Condominium as set out in the said Declaration of Condominium, said unit being more particularly described in the floor plans and architectural drawings of Woodland Village Condominium as recorded in Map Book 121, Page 39, in the Probate Office of Jefferson County, Alabama.

Property 5:

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 5, Township 16 South, Range 3 West, Jefferson County, Alabama, more particularly described as follows:

Begin at the Northeast corner of said quarter-quarter section; thence from the North line of said quarter-quarter section turn $62^{\circ} 42' 53''$ to the left and run Southwestwardly for 724.62 feet to the Northeasterly right of way line of Mt. Olive Road; thence turn left $84^{\circ} 59' 41''$ to the tangent of a curve to the left having a radius of 629.51 feet; and a central angle of $11^{\circ} 26' 45''$; thence run Southeastwardly along the arc of said curve, and along said right of way line for 126.13 feet; thence turn left from tangent of said curve $93^{\circ} 24' 34''$ and run Northeastwardly for 733.86 feet to the point of beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/05/2021 08:35:17 AM
\$45.00 CHERRY
20210205000060970

Alexis S. Bayl