

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Stephen P. Leara, Esq 205-949-5580	
B. E-MAIL CONTACT AT FILER (optional) sleara@gallowayscott.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>Galloway, Scott & Hancock, LLC</div><div>2200 Woodcrest Place, Suite 310</div><div>Birmingham, AL 35209</div></div>	

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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 RAM-HELENA DEVELOPMENT PARTNERS, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2200 Magnolia Ave South, Suite 100		CITY Birmingham	STATE AL	POSTAL CODE 35205
			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 EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF THE COLLATERAL. THE COLLATERAL IS ALL NON-REAL ESTATE PROPERTY, FURNITURE, FIXTURES AND EQUIPMENT ASSOCIATED WITH THE REAL ESTATE DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA: FILE WITH SHELBY COUNTY JUDGE OF PROBATE	

EXHIBIT A
LEGAL DESCRIPTION OF THE REAL ESTATE

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.

Less and except from the above described property the following subdivided parts:

Lots 1, 2 and 4, according to the Amended Final Plat of RAM-Helena Development Partners, LLC, as recorded in Map Book 52, Page 95, in the Office of the Judge of Probate of Shelby County, Alabama, being a Resurvey of RAM-Development Partners, LLC, recorded in Map Book 52, Page 35.

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.

Note: The Property subject to this document is Lot 3 and all undedicated roads within the Amended Final Plat of RAM-Helena Development Partners, LLC, as recorded in Map Book 52, Page 95, in the Office of the Judge of Probate of Shelby County, Alabama

(the "Real Estate")

EXHIBIT B

UCC Financing Statement to be filed with Shelby County, Alabama Probate Office.

All buildings and other improvements, furniture, fixtures and equipment, not owned by tenants now or hereafter located on the Real Estate or any part thereof including but not limited to, all extensions, betterments, renewals, renovations, substitutes and replacements of such (the "Improvements");

TOGETHER with all and singular the easements, rights-of-way, licenses, privileges, and appurtenances thereunto belonging, and all the rents, issues and profits therefrom and accounts relating thereto; and also all the estate, right, title and interest of Debtor, either at law or in equity, of, in and to the Real Estate herein described, and every part thereof (including, without limitation, all proceeds of insurance, all awards and payments arising out of or in connection with the exercise of the right of condemnation or eminent domain), and the rights to protest or appeal ad valorem taxes, to claim excess bids and tax refunds, and to redeem tax sales;

TOGETHER with all right, title and interest, if any, of Debtor, in and to the land lying within any street or roadway adjoining the Real Estate; and all right, title and interest, if any, of Debtor in and to any strips and gores adjoining the Real Estate or any part thereof;

TOGETHER with all buildings, structures, improvements, and railroad spur tracks and sidings now or hereafter erected thereon and, without any further act, all extensions, additions, betterments, substitutions and replacements thereof; and, also, all fixtures, furniture, furnishings, machinery, apparatus, appliances, equipment, and articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Real Estate, or any part thereof, and used or usable in connection with any present or future operation of the Real Estate, and now owned or hereafter acquired by Debtor, including, but without limitation of the generality of the foregoing, all heating, lighting, incinerating, refrigerating, ventilating, air conditioning, air cooling, lifting, fire extinguishing, plumbing, cleaning, communication (including cable), and security systems, equipment and apparatus; all gas, water, telephone and electrical equipment; and all elevators, escalators, switchboards, engines, motors, tanks, pumps, screens, storm doors, storm windows, shades, awnings, floor coverings, carpeting, ranges, stoves, microwave ovens, refrigerators, dishwashers, washers, dryers, televisions, cabinets, partitions, conduits, ducts, and compressors; and all leases, rents, receivables and contract rights relating to the Real Estate and Premises, as defined below; it being understood and agreed that all such buildings, structures, improvements, fixtures, furnishings, machinery, apparatus, equipment, and articles of personal property are declared to be a portion of the security for the indebtedness secured hereby (whether in single units or centrally controlled, and whether physically attached to the Real Estate or not) and, together with the Real Estate and all of the above-described interests, are hereinafter referred to as the "Premises."

DEBTOR RAM-HELENA DEVELOPMENT PARTNERS, LLC ("DEBTOR") HEREBY FURTHER GRANTS TO mortgagee SOUTHPOINT BANK ("Mortgagee" and the subject second mortgage is henceforth referred to as the "Mortgage") a security interest and assigns all of Debtor's now or existing or hereafter acquired right, title and interest in the following with the understanding and intention that this instrument and the Mortgage shall constitute a security agreement pursuant to Article 9 of the Uniform Commercial Code of the state in which the Premises are located:

(a) All equipment, fixtures, inventory, goods, instruments, appliances, furnishings, machinery, tools, raw materials, component parts, work in progress and materials, and all other tangible personal property of whatsoever kind, used or consumed in the improvement, use or enjoyment of the Premises now or any time hereafter owned or acquired by Debtor, wherever located and all products thereof whether in possession of Debtor or whether located on the Premises or elsewhere;

(b) To the extent such general intangibles are assignable, all general intangibles relating to design, development, operation, management and use of the Premises, including, but not limited to, (1) all names under which or by which the Premises may at any time be owned and operated or any variant thereof, and all goodwill in any way relating to the Premises and all service marks and logotypes used in connection therewith, (2) all permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances, and rights obtained from governmental agencies issued or obtained in connection with the Premises, (3) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the construction, use, occupation or operation of the Premises, (4) all materials prepared for filing or filed with any governmental agency, and (5) the books and records of Debtor relating to construction or operation of the Premises;

(c) All accounts, deposit accounts, supporting obligations, letter of credit rights, tax and insurance escrows held pursuant to the Mortgage, accounts receivable, instruments, documents, documents of title, general intangibles, rights to payment of every kind, all of Debtor's rights, direct or indirect, under or pursuant to any and all construction, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts, subcontracts, insurance policies, licenses and bonds now or anytime hereafter arising from construction on the Real Estate or the use or enjoyment of the Premises to the extent such are assignable [ServisFirst Bank waives its right of offset for medicare receivables]; and

(d) All condemnation proceeds (including payments in lieu thereof) and insurance proceeds related to the Premises.

TOGETHER with all additions to, substitutions for and the products of all of the above, and all proceeds therefrom, whether cash proceeds or noncash proceeds, received when any such property (or the proceeds thereof) is sold, exchanged, leased, licensed, or otherwise disposed of, whether voluntarily or involuntarily. Such proceeds shall include any of the

foregoing specifically described property of Debtor acquired with cash proceeds. Together with, and without limiting the above items, all Goods, Accounts, Documents, Instruments, Money, Chattel Paper, Deposit Accounts, Letter of Credit Rights, Investment Property, Equipment and General Intangibles arising from or used in connection with the Premises, as those terms are defined in the Uniform Commercial Code from time to time in effect in the state in which the Premises are located.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/14/2021 09:51:45 AM
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Allie S. Bayl