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UCC1 1/6

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Beau Byrd 205-521-8000</b>
B. E-MAIL CONTACT AT FILER (optional) <b>bbyrd@bradley.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>William C. Byrd, II, Esq. Bradley Arant Boulton Cummings LLP 1819 Fifth Avenue North One Federal Place Birmingham, Alabama 35203-2104</b>

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 <b>HIGHWAY 280 CORNER, LLC</b>				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>361 Summit Boulevard</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35243</b>	COUNTRY <b>USA</b>

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 <b>FIRST BANK OF ALABAMA</b>				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>120 North Street E</b>	CITY <b>Talladega</b>	STATE <b>AL</b>	POSTAL CODE <b>35160</b>	COUNTRY <b>USA</b>

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.**

**Filed as additional security to that certain Mortgage recorded of even date, on which tax has been paid.**

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: <b>221982-401007 filed with the Judge of Probate of Shelby County, AL</b>	

**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 ☐

9a. ORGANIZATION'S NAME

**HIGHWAY 280 CORNER, LLC**

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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

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. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one 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. ☒ 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:

**See Exhibit A attached hereto and made a part hereof.**

17. MISCELLANEOUS:

**SCHEDULE I  
TO  
UCC FINANCING STATEMENT**

**DEBTOR:**                    **HIGHWAY 280 CORNER, LLC**, a Delaware limited liability company

**SECURED PARTY:** **FIRST BANK OF ALABAMA**, an Alabama banking corporation

The following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

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

(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, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, 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 Mortgaged Property 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 Mortgage;

(c) 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 Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant 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; and

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief (collectively, the "Rents").



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

PARCEL I: A part of the SW1/4 of the NE1/4, NW1/4 of the SE1/4 of Section 36, Township 18S, Range 2 West, Shelby County, Alabama, more particularly described as follows. From the Southeast Corner of said SW1/4 of the NE1/4; thence west along the south quarter section line of said SW1/4 of the NE1/4 959.23 feet, to point of beginning; thence right 90° northerly 95.0 feet; thence left 45° northwesterly 127.0 feet; thence right 43°30' northerly 75.00' to the southeast right of way of a proposed road; thence left 126°38'19" along said right of way southwesterly 130.32', to point of a curve; thence continue along curve of said right of way having a curve radius of 377.81 feet an arc length 150.36 feet, a delta angle of 22°48'11" a tangent of 76.19 feet, to the northeast right of way of U.S. Highway No. 280; thence left 90° to tangent of said curve southeasterly along a chord of the northeast right of way of said U.S. Highway 280, 235.0 feet; thence left 91°54'15" from said chord northeasterly 54.50 feet to the south quarter section line of said SW1/4 of the NE1/4; thence right 62°50'45" easterly 60.90 feet along said quarter section to point of beginning. Said property containing 1.08 acres, more or less.

PARCEL II: BEING A PART OF THE S.W. 1/4 OF THE NE 1/4 OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND RUN WEST ALONG THE SOUTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 1,020.17 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 62°-50'-45" AND RUN SOUTHWESTERLY FOR 54.50 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280, SAID POINT BEING ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5,639.58 FEET AND SUBTENDING A CENTRAL ANGLE OF 03°-18'-10"; THENCE TURN AN ANGLE TO THE RIGHT OF 91°16'-35" TO BECOME TANGENT WITH SAID CURVE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 FOR 325.08 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 AND THE NORTHERLY RIGHT OF WAY LINE OF GREENHILL PARKWAY, AS RECORDED IN REAL BOOK 066, PAGE 146, SHELBY COUNTY, ALABAMA; SAID POINT IS ALSO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5,639.58 FEET AND SUBTENDING A CENTRAL ANGLE OF 00°-45'-06"; THENCE RUN ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 FOR 73.99 FEET TO A POINT. SAID POINT BEING THE SOUTHEAST CORNER OF PROPERTY RECORDED IN REAL BOOK 051, PAGE 40, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 106°-02'-17" FROM THE TANGENT OF SAID CURVE AND RUN NORTHEASTERLY FOR 456.71 FEET TO A POINT, SAID POINT BEING THE

SOUTHEASTERLY CORNER OF LOT 3, COLONIAL PROPERTIES SUBDIVISION, AS RECORDED IN MAP BOOK 8, PAGE 138, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 90°-08'-24" AND RUN SOUTHEASTERLY FOR 104.88 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID GREENHILL PARKWAY, SAID POINT BEING ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 670.14 FEET AND SUBTENDING A CENTRAL ANGLE OF 11°-13'-50"; THENCE TURN AN ANGLE TO THE RIGHT OF 104°-25'-36" TO BECOME TANGENT TO SAID CURVE; THENCE RUN ALONG THE ARC OF SAID CURVE AND ALONG SAID GREENHILL PARKWAY RIGHT OF WAY FOR 131.36 FEET TO THE END OF SAID CURVE; THENCE TURN AN ANGLE TO THE RIGHT OF 90°-00'-00" FROM TANGENT OF SAID CURVE AND RUN NORTHWESTERLY FOR 15.00 FEET ALONG SAID GREENHILL PARKWAY RIGHT OF WAY TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 90°-00'-00" AND RUN SOUTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENHILL PARKWAY FOR 179.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 422.57 FEET AND SUBTENDING A CENTRAL ANGLE OF 17°-23'-48"; THENCE RUN ALONG THE ARC OF SAID CURVE AND THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENHILL PARKWAY FOR 128.30 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 32,078.16 SQUARE FEET, MORE OR LESS, OR 0.74 ACRES, MORE OR LESS.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/14/2021 09:00:47 AM  
\$47.00 JOANN  
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*Allen S. Bayl*