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UCC1 1/6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Truist Bank Birmingham Commercial Banking 2501 20th Place South, Ste 101 Birmingham, AL 35223

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 Betre 6 Managment, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 50 Commerce Drive	CITY Pelham	STATE AL	POSTAL CODE 35124	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 Truist Bank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 2501 20th Place South Ste 101	CITY Birmingham	STATE AL	POSTAL CODE 35223	COUNTRY USA

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR COLLATERAL DESCRIPTION.

This UCC-1 is being recorded simultaneously with that certain Mortgage dated November 1, 2021 by and between Betre 6 Manaagement, LLC and Truist Bank for the amount of \$3,150,000.00

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:	

LEGAL DESCRIPTION

PARCEL I: (SHELBY COUNTY)

Part of the SE 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Southeast corner of the NE 1/4 of the SE 1/4 of Section 19, run in a Northerly direction along the East line of said 1/4 - 1/4 section for a distance of 283.46 feet; thence turn an angle to the left 90 degrees and run in a Westerly direction for a distance of 729.70 feet; thence turn an angle to the left of 40 degrees 23 minutes 12 seconds and run in a Southwesterly direction for a distance of 262.29 feet; thence turn an angle to the right of 30 degrees 38 minutes 09 seconds and run in a Westerly direction for a distance of 303.59 feet, more or less, to an existing iron pin; thence turn an angle to the right of 92 degrees 43 minutes 07 seconds and run in a Northerly direction along the West line of the Gaskill Property for a distance of 15.25 feet to an existing iron pin; thence turn an angle to the left of 100 degrees 21 minutes 38 seconds and run in a Southwesterly direction for a distance of 358.16 feet to an existing iron pin; thence turn an angle to the left of 4 degrees 20 minutes and run in a Westerly direction for a distance of 130.27 feet to an existing iron pin; thence turn an angle to the right of 3 degrees 00 minutes and run in a Westerly direction for a distance of 250.17 feet to an existing iron pin being the point of beginning; thence continue along last mentioned course for a distance of 428.07 feet to an existing iron pin being on the curved East right of way line of Riverchase Parkway East as shown on the recorded plat in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 28; thence turn an angle to the left and run in a Southerly direction along the arc of said curve (curve being concave in an Easterly direction, having a radius of 503.67 feet, a central angle of 52 degrees 20 minutes 36 seconds and a left deflection angle to tangent from last 428.13 foot line of 70 degrees 09 minutes 23 seconds) and also being said East right of way line for the distance of 460.13 feet to a point of compound curve; said second curve being concave in a Northerly direction and having a radius of 25.00 feet and a central angle of 91 degrees 55 minutes 54 seconds; thence turn an angle to the left and run along the arc of said curve for a distance of 40.11 feet to the end of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve and also being in the North right of way line of Parkway Office Circle as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Page 175 for a distance of 62.26 feet to a point of curve; said curve being concave in a Southerly direction and having a central angle of 48° 30' and a radius of 350 feet; thence turn an angle to the right and run along the arc of said curve for a distance of 296.27 feet to the end of said curve; thence turn an angle to the left and run in a Northerly direction for a distance of 362.88 feet, more or less, to the point of beginning.

PARCEL II: (MONTGOMERY COUNTY)

Lot C-1, according to the Map of a Replat of a part of Lot C, Todd Farms Plat No. 9, as said map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 34, at Page 19.

LEGAL DESCRIPTION

PARCEL III: (MADISON COUNTY)

All that part of the Northwest Quarter of Section 33, Township 3 South, Range 1 West in the City of Huntsville, Madison County, Alabama, particularly described as beginning at a point on the East margin of Retail Drive, said point being located North 4 degrees 03 minutes West 265.3 feet, South 84 degrees 44 minutes West, 712.86 feet and North 3 degrees 12 minutes West 200.0 feet from the center of the East boundary of the Northwest Quarter of said Section 33; thence from the place of beginning North 3 degrees 12 minutes West along the East margin of Retail Drive 200.00 feet to the intersection of the East margin of Retail Drive with the South margin of Commercial Drive; thence North 84 degrees 44 minutes East along the South margin of said Commercial Drive 357.00 feet; thence South 4 degrees 03 minutes East 200.00 feet; thence South 84 degrees 44 minutes West 360.3 feet to the place of beginning.

LESS AND EXCEPT:

All that part of Lot 3, Block 4 of West Jordan Industrial Park, Fourth Addition as recorded in Plat Book 6, Page 79, Probate Records, Madison County, Alabama and further identified as being a part of the Northwest Quarter of Section 33, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama.

Particularly described as beginning at a point on the Southerly margin of Commercial Drive, said point of true beginning is further described as being North 04 degrees 03 minutes West 265.3 feet, South 84 degrees 44 minutes West 712.86 feet, North 03 degrees 12 minutes West 400.0 feet, and North 84 degrees 44 minutes East 300.00 feet from the center of the East boundary of the Northwest Quarter of Section 33, Township 3 South, Range 1 West; thence from the point of true beginning, along the Southerly margin of Commercial Drive, North 84 degrees 44 minutes East 57.00 feet to a point at the Northeast corner of said Lot 3, Block 4 of West Jordan Industrial Park, Fourth Addition; thence South 04 degrees 03 minutes East 200.00 feet along the Easterly boundary of said Lot 3, Block 4, to a point at the Southeast corner of Lot 3, Block 4; thence along the Southerly boundary of said Lot 3, Block 4, South 84 degrees 44 minutes West 57.00 feet to a point; thence North 04 degrees 03 minutes West 200.00 feet to the point of true beginning.

Subject to: A 5.00 foot wide utility and drainage easement taken evenly off the Northerly margin of the above described property.

LESS AND EXCEPT:

All that part of Block 3 of West Jordan Industrial Park, Second Addition, as recorded in Plat Book 6, Page 38, and all that part of Lot 3, Block 4, West Jordan Industrial Park, Fourth Addition, as recorded in Plat Book 6, Page 79, and being located in the Northwest Quarter of Section 33, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama.

LEGAL DESCRIPTION

Particularly described as being at a 3/4" iron pipe found on the North margin of Putman Drive, said point being North 04 degrees 03 minutes West 265.0 feet and South 84 degrees 44 minutes West 420.0 feet from the center of the East boundary of the Northwest Quarter of said Section 33; thence from the point of beginning South 04 degrees 35 minutes 52 seconds West along the North margin of said Putman Drive 108.49 feet to a capped 5/8" rebar (#15920); thence North 03 degrees 22 minutes 49 seconds West 202.03 feet to a capped 5/8" rebar (#15920); thence North 87 degrees 00 minutes 38 seconds East 14.30 feet to capped 5/8" rebar (#15920); thence North 05 degrees 21 minutes 23 seconds West 111.57 feet to a capped 5/8" capped rebar (#15920); thence North 84 degrees 38 minutes 37 seconds East 1.00 feet to a capped 5/8" rebar (#15920); thence North 05 degrees 21 minutes 23 seconds West 2.10 feet to a capped 5/8" rebar (#15920); thence South 84 degrees 38 minutes 37 seconds West 1.00 feet to a capped 5/8" rebar (#15920); thence North 05 degrees 21 minutes 23 seconds West 58.77 feet to a capped 5/8" rebar (#15920); thence North 84 degrees 38 minutes 37 seconds East 1.00 feet to a 5/8" rebar (#15920); thence North 05 degrees 21 minutes 23 seconds West 2.10 feet to a chiseled "X"; thence South 84 degrees 38 minutes 37 seconds West 1.00 feet to a capped 5/8" rebar (#15920); thence North 05 degrees 21 minutes 23 seconds West 23.79 feet to a capped 5/8" rebar (#15920) on the South margin of Commercial Drive; thence North 84 degrees 44 minutes 00 seconds East along said South margin 109.85 feet to a chiseled "X"; thence South 04 degrees 03 minutes 59 seconds East 199.92 feet to a chiseled "X"; thence South 84 degrees 44 minutes 12 seconds West 12.99 feet to a capped 5/8" rebar (#15920); thence South 03 degrees 53 minutes 07 seconds East 199.61 feet to the point of beginning.

EXHIBIT "B"

TO

FINANCING STATEMENT (UCC-1)

DEBTOR/MORTGAGOR: Betre 6 Management, LLC,
an Alabama limited liability company

SECURED PARTY/MORTGAGEE: Truist Bank

The following (hereinafter "Mortgaged Property"):

a. The Land situated in Shelby County, Alabama, Madison County, Alabama and Montgomery County, Alabama, and described on Exhibit "A" attached hereto and incorporated herein by this reference;

b. Together with all building, 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 furnishing 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, 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.

EXHIBIT "B" CONTINUED
TO
FINANCING STATEMENT (UCC-1)

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 and 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 untenably 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 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 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.

k. 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 real or personal.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 11/02/2021 10:51:40 AM
 \$47.00 CHARITY
 20211102000529440

Allen S. Bayl