



20211213000589690 1/4 \$43.00
Shelby Cnty Judge of Probate, AL
12/13/2021 02:47:11 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) W. Bradford Roane, Jr. 205-344-5000
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) W. Bradford Roane, Jr. Rosen Harwood, PA 2200 Jack Warner Pky, Suite 200 Tuscaloosa, AL 35401

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 MARKFORE INVESTMENTS, L.L.C.				
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS P. O. Box 20530		CITY Tuscaloosa	STATE AL	POSTAL CODE 35402	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 SMARTBANK				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 2301 University Boulevard		CITY Tuscaloosa	STATE AL	POSTAL CODE 35401	COUNTRY USA

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

All of the Debtor's interest in the Collateral described on Schedule "A" attached hereto.

**THIS INSTRUMENT IS BEING FILED AS ADDITIONAL COLLATERAL FOR MORTGAGE FILED
SIMULTANEOUSLY HERewith AS INSTRUMENT NUMBER 20211213000589690, UPON WHICH
MORTGAGE RECORDATION TAX HAS BEEN PAID. Amount of Indebtedness: \$2,426,000.00.**

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Agricultural Lien ☐ Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: File with Shelby County Judge of Probate	



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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

MARKFORE INVESTMENTS, L.L.C.

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):

Debtor is the owner.

16. Description of real estate:

See Exhibit "A" attached hereto.

17. MISCELLANEOUS:



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Debtor Name: MARKFORE INVESTMENTS, LLC

SCHEDULE "A"

COLLATERAL DESCRIPTION ITEM 4 (CONTINUED)

- (a) All of that tract or parcel or parcels of land and leasehold estates particularly described on **Exhibit "A"** attached hereto and 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 fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, 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 actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever they may be located (the "**Improvements**");
- (c) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (d) 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, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, 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 Debtor of, in and to the same, including but not limited to:
 - (i) All rents, royalties, profits, issues and revenues of the Land and Improvements 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 Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' 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; and
- (e) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), or (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all accounts, inventory, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c) or (d) above.



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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

Lot 1-A-1, according to the Final Plat for Broderick's Resurvey of Lot 1-A, Oak Mountain Centre in Map Book 39, Page 48 in the Probate Office of Shelby County, Alabama.

Parcel II

Lot 4 according to the map of Oak Mountain Centre, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 32, Page 38.

Less and Except:

A part of the Northwest 1/4 of the Southwest 1/4, Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and more particularly described as follows:

Begin at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, thence South 87 degrees 55 minutes 46 seconds East along the South line of said 1/4 – 1/4 for a distance of 1228.07 feet to a point on the right of way for Highway 31; thence North 08 degrees 00 minutes 36 seconds East along said right of way for a distance of 59.09 feet to the point of beginning; thence North 08 degrees 00 minutes 36 seconds East along said right of way for a distance of 20.00 feet to a point on a curve to the left with a radius of 210.00 feet, a delta angle of 5 degrees 28 minutes 13 seconds, chord bearing North 85 degrees 41 minutes 44 seconds West, a chord length of 20.04 feet; thence along said arc 20.05 feet; thence South 08 degrees 00 minutes 36 seconds West for a distance of 18.70 feet; thence South 81 degrees 59 minutes 24 seconds East for a distance of 20.00 feet, which is the point of beginning.

Parcel III

Lot 1-A-2, according to the Survey of Karl L. Hager's Resurvey of Oak Mountain Centre, as recorded in Map Book 39, Page 48, in the Office of the Judge of Probate of Shelby County, Alabama.