

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 26405 - RENASANT	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	83886992 ALAL FIXTURE
File with: Shelby, AL	



20211214000592200 1/8 \$.00
Shelby Cnty Judge of Probate, AL
12/14/2021 03:29:11 PM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20170707000243250 7/7/2017 CC AL Shelby	1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement	
3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, <u>and</u> address of Assignee in item 7c <u>and</u> name of Assignor in item 9 For partial assignment, complete items 7 and 9 <u>and</u> also indicate affected collateral in item 8	
4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law	
5. ☐ PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes: ☐ Debtor or ☐ Secured Party of record <u>AND</u> Check <u>one</u> of these three boxes to: ☐ CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a or 7b <u>and</u> item 7c ☐ ADD name: Complete item 7a or 7b, <u>and</u> item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b	
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)	
6a. ORGANIZATION'S NAME ADAIR INVESTMENTS,LLC	
OR	6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)	
7a. ORGANIZATION'S NAME	
OR	7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7c. MAILING ADDRESS	CITY STATE POSTAL CODE COUNTRY
8. ☐ COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral Indicate collateral:	

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor			
9a. ORGANIZATION'S NAME Renasant Bank			
OR	9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX		
10. OPTIONAL FILER REFERENCE DATA: Debtor Name: ADAIR INVESTMENTS,LLC 83886992 2032 2010007418-1			

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
20170707000243250 7/7/2017 CC AL Shelby

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME
Renasant Bank

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

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13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME
ADAIR INVESTMENTS,LLC

OR

13b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):
Debtor Name and Address:
ADAIR INVESTMENTS,LLC - 2549 ALTADENA FOREST CIRCLE , BIRMINGHAM, AL 35243
Secured Party Name and Address:
Renasant Bank - P O Box 709 , Tupelo, MS 38802

15. This FINANCING STATEMENT AMENDMENT:
[] covers timber to be cut [] covers as-extracted collateral [X] is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

17. Description of real estate:
SEE EX

#2010007418-1

20170707000243250

07/07/2017 03:25:23 PM

UCC1 1/4

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Lisa Parker (205) 250-8400
B. E-MAIL CONTACT AT FILER (optional) lparker@najjar.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Najjar Denaburg, P.C. Attn: Lisa Parker 2125 Morris Ave. Birmingham, AL 35203



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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 Adair Investments, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS				
2549 Altadena Forest Circle		Birmingham	AL	35243
			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				

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 Renasant Bank				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS				
2001 Park Place North, Suite 600		Birmingham	AL	35203
			USA	

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

See attached Schedule "I".

5. Check <u>only</u> if applicable and check <u>only one</u> 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 one</u> box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmiking Utility	
6b. Check <u>only</u> if applicable and check <u>only one</u> box: ☐ Agricultural Lien ☐ Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensur	
8. OPTIONAL FILER REFERENCE DATA:	

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)



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Debtor/Mortgagor: Adair Investments, LLC

Secured Party/Mortgagee: Renasant Bank

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The following (hereinafter "Mortgaged Property"):

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, 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 furnishings 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, replacements and accessions to any of the foregoing, whether such fixtures, 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;



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- 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;
- 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 or 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 untenability 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 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 any 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.

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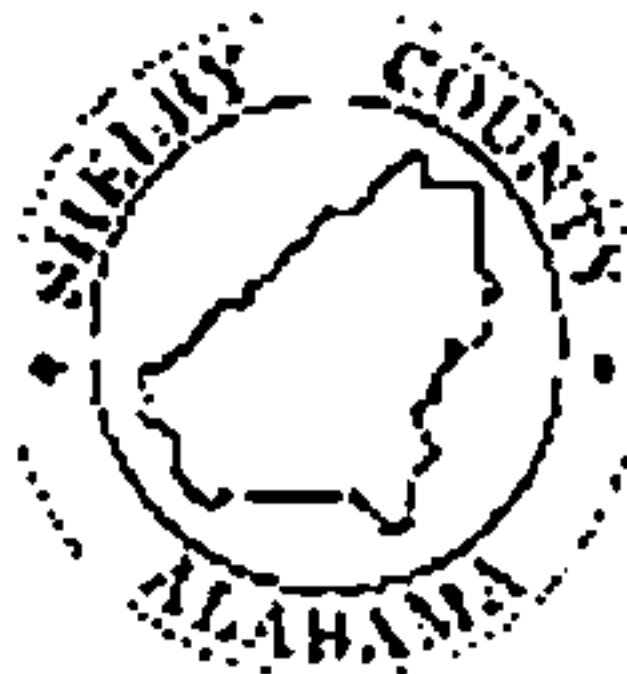


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EXHIBIT "A" - LEGAL DESCRIPTION

A parcel of land located in the SW 1/4 of the SE 1/4 of Section 33, Township 19 South, Range 1 West, Shelby County, Alabama, described as follows:

From a 1 inch pipe at the accepted SW corner of the SW 1/4 of SE 1/4 of Section 33, Township 19 South, Range 1 West, being the point of beginning of herein described parcel of land, run thence North along the accepted West boundary of said SW 1/4 of SE 1/4 a distance of 778.87 feet to a 1 inch crimped pipe; thence turn 89°55'04" right and run 589.98 feet to a 1 inch crimped pipe; thence turn 90°05'12" right and run 490.56 feet to a 1/2 inch pipe on the Northwestern boundary of Shelby County Highway No. 338 (80 foot right of way); thence turn 49°08'05" right and ran 441.11 feet along said highway boundary to a 1 inch crimped pipe on the accepted South boundary of aforementioned SW 1/4 of SE 1/4 ; thence turn 40°46'30" right and run 256.52 feet to the point of beginning of herein described parcel of land; being situated in the SW 1/4 of SE 1/4 of Section 33, Township 19 South, Range 1 West, Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmelster, Probate Judge,
County Clerk
Shelby County, AL
07/07/2017 03:25:23 PM
\$36.00 CHERRY
20170707000243250

E-recording Report of Recorded Documents

Itemized Fee View

Prepared for: Najjar Denaburg, P.C.
 Included Organization: Najjar Denaburg, P.C.
 For the period: 07/07/2017
 Account number: ALTLBH
 Report generated: 07/07/2017 02:39 PM MDT

Documents Recorded

NAME	TYPE	PG	ENTRY	RECORD DATE	SF	AMT	TOTAL PROCESSED
Shelby County, AL							
Jul 7, 2017							
18708-111931 RWT							
doc00313220170707135650	DEEDS	3	E 20170707000243220	07/07/2017 03:25 PM CDT	Submission Fee	5.00	10.00
					Indexing Fee	5.00	10.00
					Legislation	2.00	2.00
					Recording Per Page Fee	9.00	9.00
					Certification	3.00	3.00
					Mental Health Fee	2.00	2.00
					Deed Tax	97.00	97.00
						5.00	118.00
							123.00
doc00313320170707135724	MORTGAGE	19	E 20170707000243230	07/07/2017 03:25 PM CDT	Submission Fee	5.00	10.00
					Indexing Fee	5.00	10.00
					Legislation	2.00	2.00
					Recording Per Page Fee	57.00	57.00
					Certification	3.00	3.00
					Mental Health Fee	2.00	2.00
					Mortgage Tax	619.50	619.50
						5.00	688.50
							693.50
doc00313420170707135753	ASSIGNMENT/TRANSFER	7	E 20170707000243240	07/07/2017 03:25 PM CDT	Submission Fee	5.00	10.00
					Indexing Fee	5.00	10.00
					Legislation	2.00	2.00
					Recording Per Page Fee	21.00	21.00
					Certification	3.00	3.00
					Mental Health Fee	2.00	2.00
					No fee	0.00	0.00
						5.00	33.00
							38.00
doc00313520170707135812	FINANCING STATEMENT	4	E 20170707000243250	07/07/2017 03:25 PM CDT	Submission Fee	5.00	10.00
					Indexing Fee	5.00	10.00
					Legislation	2.00	2.00
					Certification	3.00	3.00
					Mental Health Fee	2.00	2.00
					UCC \$20 FEE	20.00	20.00
					UCC ADDITIONAL PAGES	4.00	4.00
					No fee	0.00	0.00
						5.00	36.00
							41.00
						20.00	875.50
							895.50
						20.00	875.50
							895.50
Totals for Shelby County, AL							

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Recording Fee Totals

COUNTY	RECORD DATE	SF	AMT
Shelby County, AL	07/07/2017	20.00	875.50 895.50
Totals for Shelby County, AL		20.00	875.50 895.50
Total of All Recording Fees		20.00	875.50 895.50

Document Count: 4

Questions Contact:
Simplifile Support 1-800-460-5657, option 3
4844 North 300 West, Suite 202
Provo, UT 84604



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