

20220517000200320  
05/17/2022 11:05:28 AM  
UCC1 1/6

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>James E. Vann (205) 930-5484</b>
B. E-MAIL CONTACT AT FILER (optional) <b>Jim.Vann@dentons.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>James E. Vann, Esq. Dentons Sirote PC 2311 Highland Avenue South Birmingham, Alabama 35205</div></div>

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 <b>Summer Classics Properties, LLC</b>			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>3140 Pelham Parkway</b>		CITY <b>Pelham</b>	STATE <b>AL</b>	POSTAL CODE <b>35124</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)

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 <b>Oakworth Capital Bank</b>			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>850 Shades Creek Parkway</b>		CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35209</b>
			COUNTRY <b>USA</b>	

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

**All of the property and collateral and types of property and collateral described on Schedule A located on or relating to the real property described in Exhibit A attached hereto, whether now owned or existing or hereafter created or acquired.**

Additional security for mortgage recorded at 20220516000199450.

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>054037-00046 (County)</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

Summer Classics Properties, 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)

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):  
Summer Classics Properties, LLC

14. This FINANCING STATEMENT:  
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

16. Description of real estate:  
See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:  
054037-00046

### Schedule A

The following described land, real estate, estates, leasehold estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of the Secured Party or hereafter acquired by the Debtor and subject to the lien of this Mortgage, or intended to be so, as the same may be constituted from time to time is hereinafter sometimes referred to as the "Mortgaged Property") to wit:

(a) All that tract or parcel or parcels of land and estates more 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 (except household goods of the Debtor not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and 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 the same may be located (the "Improvements");

(c) All accounts (as presently or hereafter defined in the Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land, Improvements, and other Mortgaged Property, 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, Improvements and other Mortgaged Property;

(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, Improvements, and other Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as there is no default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements, or other 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 Land, Improvements, or other Mortgaged Property, or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Secured Party is hereby 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. Secured Party 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.

(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing; and

(f) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs(a), (b), (c), (d), or (e) above.



**Exhibit A**

**PARCEL I:**

A tract of land situated in the Southwest 1/4 of Section 13 and the Southeast 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at Southeast corner of Section 14, Township 20 South, Range 3 West; thence run North 00° 02' 33" East along the East line of said section for a distance of 126.68 feet to the Point of Beginning of the tract of land herein described; thence run North 88° 24' 42" West for 208.29 feet to a point lying on the Easterly right of way line of a 100 foot wide CSX Railroad right of way; thence run North 25° 41' 47" West along said right of way for 130.58 feet to the Easterly right of way line of Old Ashville Montevallo Highway (Lee Street); thence run North 04° 57' 00" West along the Easterly right of way line of said Old Ashville Montevallo Highway for 802.41 feet; thence run North 01° 27' 13" East along said road right of way for 249.15 feet; thence run South 88° 20' 47" East for 656.38 feet; thence run South 05° 04' 47" East for 218.17 feet; thence run North 84° 56' 14" East for 209.60 feet to a point on the Westerly right of way line of U.S. Highway 31; thence run South 10° 37' 27" East along said road right of way for 65.31 feet to a point; thence South 84° 56' 14" West for 215.91 feet; thence run South 05° 04' 47" East for 880.77 feet to a point on the Northerly right of way line of Cummings Street; thence run South 89° 37' 44" West along said road right of way for 163.23 feet; thence run North 88° 24' 42" West along said road right of way for 268.30 feet to the Point of Beginning.

**PARCEL II:**

A parcel of land situated in the Southwest ¼ of the Southwest ¼ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at Southeast corner of Section 14, Township 20 South, Range 3 West; thence N 0°02'33" E along the East line of said Section for a distance of 127.37 feet to the a point; thence N 88°20'47" W, leaving said Section Line, for a distance of 209.36 feet to a point lying on the Northeasterly right of way of a 100 foot wide CSX Railroad right of way; thence N 25°41'47" W, along said right of way for a distance of 130.72 feet to a point, said point lying at the intersection of said CSX right of way and the eastern right of way line of Old Ashville Montevallo Highway (Lee Street); thence N 4°56'47" W, leaving CSX right of way and along said road right of way for a distance of 801.50 feet to a point; thence N 1°27'13" E, continuing along said road right of way for a distance of 249.15 feet to a point; thence S 88°20'47" E, leaving said road right of way for a distance of 656.38 feet to the POINT OF BEGINNING; thence continue along the last described course for a distance of 192.13 feet to a point lying on the westerly line of a 200 foot wide right of way for U.S. Highway 31; thence S 10°39'24" E, along said right of way for a distance of 196.63 feet to a point; thence S 84°56'14" W, leaving said right of way for a distance of 209.92 feet to a point; thence N 5°04'47" W a distance of 218.17 feet to the POINT OF BEGINNING.

**PARCEL III:**

Lot 1, City of Pelham Add to Summer Classic, as recorded in Map Book 54, Page 72, in the Probate Office of Shelby County, Alabama.

**ALSO DESCRIBED AS:**

All that certain lot or parcel of land situated in the County of Shelby, State of Alabama, and being more particularly described as follows:

Commence at a 3 inch capped pipe at the SW corner of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama; thence North 0 degrees 01 minutes 17 seconds East along the West line of said section a distance of 126.70 feet to the North right of way line of Cummings Street; thence South 88 degrees 26 minutes 50 second East along said right of way a distance of 268.25 feet to a 1/2 inch rebar; thence North 89 degrees 34 minutes 44 seconds East along said right of way a distance of 163.27 feet to a mag nail; thence North 05 degrees 06 minutes 39 second West leaving said right of way a distance of 20.07 feet to the POINT OF BEGINNING; thence North 05 degrees 06 minutes 39 seconds West a distance of 860.62 feet to a mag nail; thence North 84 degrees 58 minutes 55 seconds East a distance of 216.02 feet to a 1/2 inch rebar capped EDG on the West right of way of US Highway 31; thence South 10 degrees 41 minutes 04 seconds East along said right of way a distance of 414.70 feet; thence South 79 degrees 18 minutes 56 seconds West leaving said right of way a distance of 30.00 feet to a point; thence South 10 degrees 41 minutes 04 seconds East a distance of 316.67 feet to a point; thence North 88 degrees 27 minutes 13 seconds West a distance of 209.86 feet to a 1/2 inch rebar capped EDG; thence South 08 degrees 55 minutes 52 seconds East a distance of 159.18 feet to a point; thence South 89 degrees 46 minutes 19 seconds West a distance of 59.57 feet to the POINT OF BEGINNING.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/17/2022 11:05:28 AM  
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*Allen S. Bayl*