

20220616000242520 1/5 \$45.00
Shelby Cnty Judge of Probate, AL
06/16/2022 12:28:27 PM FILED/CERT

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) Brock Shipe Klenk PLC 265 Brookview Centre Way, Ste 604 Knoxville, Tennessee 37919

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 University Community LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1325 Timbergrove Drive		CITY Knoxville	STATE TN	POSTAL CODE 37919
			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 Citizens Bank			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 5426 Homberg Drive		CITY Knoxville	STATE TN	POSTAL CODE 37919
			COUNTRY USA	

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

All right, title, and interest of Debtor in and to, and remedies under, each of the assets listed on Exhibit B, attached hereto, now owned or hereafter acquired, on, located at, or as relates to the land described on Exhibit A, attached hereto, along with all proceeds and products thereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only 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:

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**EXHIBIT A
TO
UCC-1 FINANCING STATEMENT**

Secured Party: Citizens Bank

Debtor: University Community LLC

Property Description:

Parcel I

A parcel of land located in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Southwest corner of the Northeast $\frac{1}{4}$ of said Section 2; thence North 00 degrees 45 minutes 48 seconds East along the West line of said Southwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ a distance of 111.13 feet to its intersection with the Southerly right of way line of Alabama highway Number 25; thence South 86 degrees 14 minutes 03 seconds East, along said right of way line a distance of 132.67 feet; thence North 04 degrees 06 minutes 20 seconds East along said right of way line a distance of 16.18 feet; thence South 86 degrees 14 minutes 03 seconds East along said right of way line, a distance of 68.16 feet to the point of beginning; thence continue along last described course a distance of 223.88 feet; thence leaving said right of way line, South 01 degrees 00 minutes 26 seconds West, a distance of 988.69 feet; thence North 88 degrees 10 minutes 13 seconds West, a distance of 126.40 feet; thence North 01 degrees 49 minutes 47 seconds East a distance of 73.74 feet; thence North 88 degrees 10 minutes 13 seconds West a distance of 111.01 feet; thence North 00 degrees 48 minutes 56 seconds East, a distance of 165.59 feet; thence North 05 degrees 42 minutes 40 seconds East a distance of 114.93 feet; thence North 00 degrees 48 minutes 56 seconds East a distance of 513.59 feet; thence North 03 degrees 28 minutes 49 seconds East a distance of 128.74 feet to the point of beginning.

Parcel II

A parcel of land located in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of the Northeast $\frac{1}{4}$ of said Section 2, said point being the point of beginning; thence South 00 degrees 45 minutes 48 seconds West, along the West line of said Northwest $\frac{1}{4}$ - Southeast $\frac{1}{4}$, a distance of 1226.85 feet; thence South 87 degrees 14 minutes 18 seconds East, a distance of 419.69 feet; thence North 01 degrees 00 minutes 26 seconds East, a distance of 359.83 feet; thence North 88 degrees 10 minutes 13 seconds West a distance of 126.40 feet; thence North 01 degrees 49 minutes 47 seconds East, a distance of 73.74 feet;

thence North 88 degrees 10 minutes 13 seconds West a distance of 111.01 feet; thence North 00 degrees 48 minutes 58 seconds East, a distance of 165.59 feet; thence North 05 degrees 42 minutes 40 seconds East a distance of 114.93 feet; thence North 00 degrees 48 minutes 56 seconds East a distance of 513.59 feet; thence North 03 degrees 28 minutes 49 seconds East a distance of 128.74 feet to a point lying on the Southerly right of way line of Alabama Highway Number 25; thence North 86 degrees 14 minutes 03 seconds West along said right of way line a distance of 68.16 feet; thence South 04 degrees 06 minutes 20 seconds West along said right of way line a distance of 18.18 feet; thence North 86 degrees 14 minutes 03 seconds West along said right of way line a distance of 132.67 feet to its intersection with the West line of said Southwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$; thence South 00 degrees 45 minutes 48 seconds West, along said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 111.13 feet to the point of beginning.



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**EXHIBIT B
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Secured Party: Citizens Bank

Debtor: University Community LLC

(a) All that tract or parcel or parcels of land and estates particularly described on Exhibit A attached hereto and made a part hereof (collectively 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, 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 the same may be located (the “**Improvements**”);

(c) All accounts, general intangibles, contracts and contract rights relating to the Land and the 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 the Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and the Improvements or any



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part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and the Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. The 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. The 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.

(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 cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, 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), (d) or (e) above.