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UCC1 1/5

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) Miller & Martin PLLC (RGD) Suite 1200 Volunteer Building 832 Georgia Avenue Chattanooga, TN 37402

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 Halpern Inverness, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 5200 Roswell Road	CITY Atlanta	STATE GA	POSTAL CODE 30342	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 Protective Life Insurance Company				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 2801 Highway 280 South	CITY Birmingham	STATE AL	POSTAL CODE 35223	COUNTRY USA

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

The property described on Exhibit "B", whether now owned or hereafter acquired, and all proceeds thereof, some of which may be or become fixtures on the real estate described on Exhibit "A" hereto.

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: File in the Shelby County Alabama Real Estate Records	

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

Halpern Inverness, 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)

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):

16. Description of real estate:

See Exhibit "A" attached hereto.

17. MISCELLANEOUS:

EXHIBIT "A"

Located in Shelby County, Alabama and being described as follows:

Parcel 1:

Lot 1 according to Survey of Inverness Plaza Subdivision, as recorded in Map Book 44, Page 112, in the Probate Office of Shelby County, Alabama.

Parcel 2:

Together with Operation and Reciprocal Easement by and between INV Plaza, LLC, INV Corners, LLC, INV Nessie, LLC and Branch Inverness Associates, LP, dated August 16, 2016 and recorded in the Probate Office of Shelby County in Instrument No. 20160817000294330.

Together with the Terms and Conditions associated with Reciprocal Easement and Operating Agreement by INV Plaza LLC, recorded in Instrument No. 2015-65390, re-recorded in Instrument No. 2015-89160 and amended and restated in that certain Amended and Restated Reciprocal Easement and Operating Agreement by INV Plaza, LLC, recorded in Instrument 2015-172440 aforesaid records.

Together with the Terms and Conditions associated with Reciprocal Easement and Operating Agreement by INV Plaza LLC, dated April 14, 2015, recorded in Instrument No. 2015-122850 and replaced by that certain Reciprocal Easement and Operating Agreement by INV Plaza LLC, dated June 29, 2015, recorded in Instrument No. 2015-220080 (affected by Consent to Reciprocal Easement Agreement from Wells Fargo Bank, National Association, dated June 29, 2015, recorded in Instrument No. 2015-220070, aforesaid records).

EXHIBIT "B"

(a) All interest of Debtor, whether now owned or hereafter acquired, in the personal property of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the real property described on Exhibit "A" hereof and to the improvements now or hereafter located thereon (said real property and improvements are hereinafter referred to as the "Property"), which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the ownership, maintenance, use, occupancy or enjoyment of the Property, including, without limitation, all accounts, contract rights, documents, instruments, chattel paper (including electronic chattel paper and tangible chattel paper), equipment, general intangibles (including payment intangibles and software), goods, inventory, fixtures, letter of credit rights and deposit accounts (as those terms are defined in the Uniform Commercial Code of the State where the Property is located), all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the improvements located on the Property, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, and including all building materials, machinery, apparatus, equipment, fittings and fixtures, trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon or under said Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, boilers, ranges, furnaces, oil burners or units thereof; appliances; air cooling and air conditioning apparatus, vacuum cleaning systems; elevators; escalators; shades; awnings; screens; oven, ranges, surface units and disposals; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings of the type customarily located in commercial, institutional, industrial and residential buildings, together with all present and future attachments, accretions, accessions, replacements, and additions thereto of any of the foregoing.

(b) All of Debtor's accounts, rents, security deposits, issues and profits which are now due or may hereafter become due from the Property, including, but not limited to accounts, rents, security deposits, issues and profits by reason of or in connection with the rents, leasing and bailment of said Property.

(c) All of Debtor's awards or payments, including interest thereon, and the right to receive the same, as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury to, taking of, or decrease in the value of, the Property, to the extent of all amounts which may be owed by Debtor to Secured Party at the date of receipt of any such award or payment by Secured Party and of the reasonable attorney's fees, costs and disbursements incurred by Secured Party in connection with the collection of such award or payment.

(d) All of Debtor's documents, instruments and contract rights relating to the construction of the improvements now or hereafter located on the Property, and including without

limitation, any and all construction contracts, architectural contracts, engineering contracts, plans, specifications, drawings, surveys, bonds, permits, licenses, and other governmental approvals.

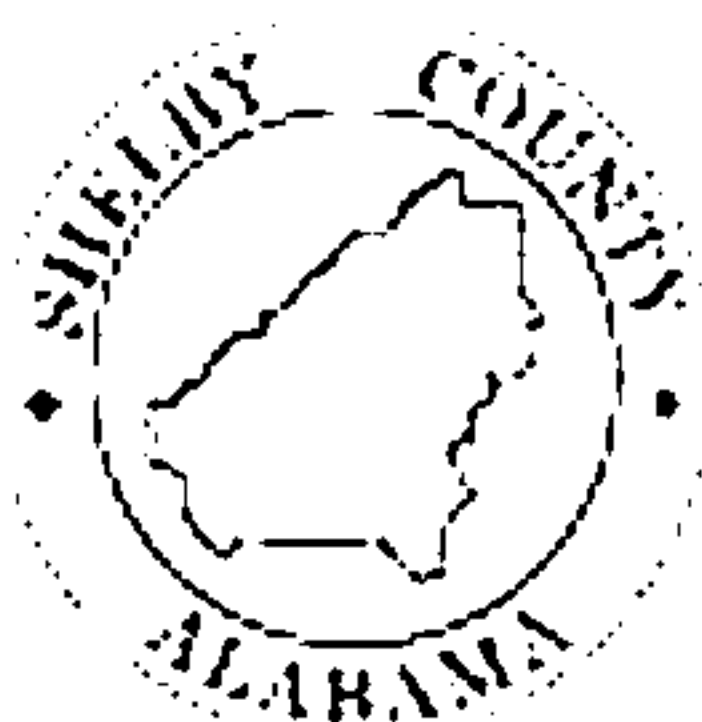
(e) All proceeds from Debtor's insurance policies which in any way relate to the Property or the other property described in this Exhibit "B" and all proceeds and payments owing to the insured under such insurance policies.

(f) All of Debtor's right, title and interest in and to all sales contracts, whether now existing or executed after the date hereof, pertaining to any portion of the real property described on Exhibit "A" hereof, and any modifications thereof.

(g) All books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts and all other business and financial records and statements of all kinds.

(h) All computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware.

(i) All proceeds and products of any of the foregoing (a) through (h).



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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