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UCC1 1/5

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Beau Byrd 205-521-8000
B. E-MAIL CONTACT AT FILER (optional) bbyrd@bradley.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>William C. Byrd, II</div><div>Bradley Arant Boulton Cummings LLP</div><div>One Federal Place</div><div>1819 Fifth Avenue North</div><div>Birmingham, Alabama 35203</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 EDDLEMAN RESIDENTIAL, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2700 US Highway 280, Suite 425		CITY Birmingham	STATE AL	POSTAL CODE 35223
			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 SERVISFIRST BANK			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2500 Woodcrest Place		CITY Birmingham	STATE AL	POSTAL CODE 35209
			COUNTRY USA	

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

See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

Filed as additional security for Mortgage recorded of even date, on which tax has been paid.

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: 0S0330-401051 filed with Judge of Probate of Shelby County, AL	

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

EDDLEMAN RESIDENTIAL, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)SUFFIX

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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 and made a part hereof.

17. MISCELLANEOUS:

**SCHEDULE I
TO
UCC FINANCING STATEMENT**

DEBTOR: **Eddleman Residential, LLC**, an Alabama limited liability company

SECURED PARTY: **ServisFirst Bank**, an Alabama banking corporation

All of the foregoing described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (which property is hereinafter referred to collectively as the “**Premises**”):

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the “**Land**”); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the “**Improvements**”), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this financing statement; and

(c) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by Debtor and attached to the Premises (other than fixtures); or placed on the Premises and used or useful in connection with, or in any way pertaining or relating to, the Premises or the use and occupancy thereof, though not attached to the Premises; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and

(d) All policies of hazard insurance now or hereafter in effect that insure the Premises, or any Improvements, or any other property conveyed or encumbered hereby, together with all right, title and interest of Debtor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and

(e) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by this financing statement; and

(f) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(g) All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to Debtor or any subsequent owner of the Premises, or the Improvements, or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Premises, or the Improvements, or any other such property; and

(h) (i) All general intangibles relating to the development or use of the Premises, the Improvements or any other property conveyed or encumbered hereby, or the management and operation of any business of Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (ii) the good will of any business conducted or operated on the Premises, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (iii) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Premises, the Improvements or any other property conveyed or encumbered by this financing statement, or used or useful in connection therewith, whether now or hereafter entered into; and

(i) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; and

(j) All proceeds of any of the foregoing.

Exhibit A

Legal Description of the Land

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

The Village at Highland Lakes Phase 3, 1st and 2nd Sectors:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4 AND THE NORTH WEST QUARTER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 4 AND RUN SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 4 FOR 188.47 FEET; THENCE RUN SOUTH 03 DEGREES 49 MINUTES 55 SECONDS WEST FOR 191.74 FEET TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A CHORD BEARING OF NORTH 88 DEGREES 02 MINUTES 57 SECONDS WEST, AND A CHORD LENGTH OF 31.51 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 31.52 FEET; THENCE RUN SOUTH 00 DEGREES 04 MINUTES 11 SECONDS WEST FOR 60.00 FEET; THENCE RUN SOUTH 00 DEGREES 27 MINUTES 33 SECONDS WEST FOR 140.00 FEET; THENCE RUN SOUTH 83 DEGREES 46 MINUTES 52 SECONDS WEST FOR 59.41 FEET; THENCE RUN SOUTH 71 DEGREES 09 MINUTES 17 SECONDS WEST FOR 63.80 FEET; THENCE RUN SOUTH 28 DEGREES 57 MINUTES 28 SECONDS WEST FOR 203.22 FEET; THENCE RUN SOUTH 24 DEGREES 19 MINUTES 17 SECONDS WEST FOR 630.00 FEET; THENCE RUN SOUTH 65 DEGREES 40 MINUTES 43 SECONDS EAST FOR 200.00 FEET; THENCE RUN SOUTH 24 DEGREES 19 MINUTES 17 SECONDS WEST FOR 14.91 FEET; THENCE RUN SOUTH 65 DEGREES 40 MINUTES 43 SECONDS EAST FOR 160.54 FEET; THENCE RUN NORTH 53 DEGREES 15 MINUTES 08 SECONDS EAST FOR 181.17 FEET; THENCE RUN NORTH 45 DEGREES 17 MINUTES 31 SECONDS EAST FOR 129.39 FEET; THENCE RUN NORTH 26 DEGREES 38 MINUTES 15 SECONDS EAST FOR 522.25 FEET; THENCE RUN SOUTH 55 DEGREES 15 MINUTES 38 SECONDS EAST FOR 199.10 FEET; THENCE RUN SOUTH 50 DEGREES 47 MINUTES 36 SECONDS EAST FOR 167.00 FEET; THENCE RUN SOUTH 31 DEGREES 22 MINUTES 48 SECONDS EAST FOR 93.44 FEET; THENCE RUN SOUTH 62 DEGREES 43 MINUTES 49 SECONDS EAST FOR 199.60 FEET; THENCE RUN NORTH 21 DEGREES 00 MINUTES 34 SECONDS EAST FOR 176.33 FEET TO THE SOUTHWEST CORNER OF LOT 101, ACCORDING TO THE SECOND AMENDMENT TO THE AMENDED MAP OF THE VILLAGE AT HIGHLAND LAKES SECTOR ONE AN EDDLEMAN COMMUNITY, AS RECORDED AT THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA IN MAP BOOK 38 PAGE 24-E; THENCE RUN ALONG SAID SUBDIVISION THE FOLLOW COURSES: NORTH 33 DEGREES 33 MINUTES 44 SECONDS EAST FOR 207.83 FEET; NORTH 56 DEGREES 26 MINUTES 16 SECONDS WEST FOR 38.96 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 341.62 FEET, A CHORD BEARING OF NORTH 63 DEGREES 05 MINUTES 30 SECONDS WEST, AND A CHORD LENGTH OF 79.17 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 79.35 FEET; THENCE RUN NORTH 20 DEGREES 15 MINUTES 16 SECONDS EAST FOR 60.00 FEET; TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 401.62 FEET, A CHORD BEARING OF NORTH 72 DEGREES 01 MINUTES 13 SECONDS WEST, AND A CHORD LENGTH OF 31.88 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 31.89 FEET; THENCE LEAVING SAID AMENDED MAP RUN NORTH 74 DEGREES 17 MINUTES 43 SECONDS WEST FOR 92.57 FEET; THENCE RUN NORTH 28 DEGREES 31 MINUTES 04 SECONDS EAST FOR 661.96 FEET TO A POINT ON THE NORTH LINE OF SECTION 3; THENCE RUN SOUTH 89 DEGREES 20 MINUTES 02 SECONDS WEST ALONG SAID NORTH LINE FOR 894.02 FEET TO THE POINT OF BEGINNING.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/17/2022 01:10:25 PM
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