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UCC1 1/6

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) J. Corbitt Tate (205) 226-8748
B. E-MAIL CONTACT AT FILER (optional) ctate@balch.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>J. Corbitt Tate Balch & Bingham LLP 1901 Sixth Avenue North, Suite 1500 Birmingham, Alabama 35203</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 POH-AKF3 Riverchase, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 800 Brickell Avenue, Suite 701		CITY Miami	STATE FL	POSTAL CODE 33131
			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 TIAA, FSB			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 301 West Bay Street, Floor #28		CITY Jacksonville	STATE FL	POSTAL CODE 32202
			COUNTRY USA	

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

Some or all of that personal property, more particularly descibed on Exhibit A, which is or may become fixtures on the real property described on Exhibit B, attached hereto and made a part hereof.

5 pages attached (Addendum, Exhibit A and Exhibit B)

Note to Probate Office: This financing statement is being recorded simultaneously with a mortgage upon which all recording taxes are being 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: To be filed in the Real Property Records Shelby County, Alabama	

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 <input type="checkbox"/>	
9a. ORGANIZATION'S NAME POH-AKF3 Riverchase, 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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME <u>or</u> <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> 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. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> 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: Real property described on Exhibit B, attached hereto and made a part hereof.

17. MISCELLANEOUS:

Exhibit A

Collateral Description

All of Debtor's estate, right, title and interest, now owned or hereafter acquired, including any reversion or remainder interest, in and to the full fee simple estate in the real property located in the County of Shelby, State of Alabama, and more particularly described on Exhibit B attached hereto and incorporated herein including all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, tenements, hereditaments, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property (collectively "**Premises**");

TOGETHER with all of Debtor's estate, right, title and interest, now owned or hereafter acquired, in, under and to:

(a) all buildings, structures, improvements, parking areas, landscaping, equipment, machinery, fittings, fixtures, utility lines, mains, pipes and cables and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the Premises; all personal property now or hereafter located in, upon, over or under the Premises or any part thereof or off-site benefiting said real property and used or usable or intended to be used in connection with any present or future operation of said real property, including, but without limitation the generality of the foregoing: all heating, air conditioning, lighting, power and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this clause (a) shall be deemed part of the realty covered by this financing statement and not severable wholly or in part without material injury to the freehold of the Premises (all of the foregoing together with replacements and additions thereto are referred to herein as "**Improvements**");

(b) all compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to (i) a taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

(c) return premiums or other payments upon any insurance any time provided with respect to the Premises, Improvements, and other collateral described herein for the benefit of or naming Secured Party, and refunds or rebates of taxes or assessments on the Premises;

(d) all written and oral leases and rental agreements (including extensions, renewals subleases, licenses, concessions or other agreement, written or oral, now or hereafter in effect, which grant a possessory interest in and to, or the right to use, all or a portion of the Premises; all of the foregoing being referred to collectively herein as the "**Leases**") now or hereafter affecting the Premises, and including, without limitation, all rents, bonuses, issues, income, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment and including any accruing under any oil, gas or mineral leases affecting the Premises (collectively, "**Rents**"), all guaranties of tenants' performance under the Leases (including but not limited to rights under any letter of credit given as security for such tenant's obligations), and all

rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding;

(e) plans (including, but not limited to plot plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering plans), specifications, drawings, contracts and agreements relating to the design or construction of the Improvements; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;

(f) all contracts, deposits (including any and all tenant security deposits), deposit accounts, accounts, bank accounts (including any and all escrow accounts, reserve accounts, and cash collateral accounts), letters of credit, general intangibles, goods, contract rights, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Debtor with proceeds to satisfy the Loan, or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees;

(g) all books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein; and

(h) all additions, accessions, replacements, substitutions, proceeds (cash and non-cash) and products of the real and personal property, tangible and intangible, described herein, including but not limited to lease and real-estate proceeds, all insurance, contract and tort proceeds and claims, and other amounts relating to the use, disposition, or sale of the collateral described herein, and 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 above.

All of the foregoing described collateral is exclusive of any goods, equipment, inventory, furniture, furnishings or trade fixtures owned and supplied by tenants of the Premises. The Premises, the Improvements, the Leases and all of the rest of the foregoing collateral are herein referred to as the "**Collateral**". Some of the Collateral are to become "fixtures" on the Premises and as provided under Chapter 9 of the Uniform Commercial Code in effect in Alabama.

Notwithstanding the foregoing, Secured Party does not take an interest in the following personal property located within the real property improvements described above built on the Premises: all portable furniture; portable fixtures; portable machinery; portable equipment; portable personal property owned by the Debtor and used in its business; all portable and window air conditioners; all portable appliances; carpets and rugs excluded from flood building coverage; clothes washers and dryers; food freezers (excluding walk-ins) and food; art and furs; and non-licensed self-propelled vehicles. For the avoidance of doubt, Secured Party, takes an interest in FEMA Flood Policy Coverage A-Building Property but does not take an interest in FEMA Flood Policy Coverage B-Personal Property located in the improvements built on the Premises.

Exhibit B

Legal Description

The following real property situated in Shelby County, Alabama:

PARCEL I:

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST AND ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST/NORTHEAST, A DISTANCE OF 2723.44 FEET; THENCE RUN SOUTHERLY AND AT RIGHT ANGLES TO SAID SOUTH BOUNDARY A DISTANCE OF 84.39 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING LYING ON THE SOUTH RIGHT OF WAY OF PARKWAY OFFICE CIRCLE; THENCE RUN EASTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE RIGHT AND HAVING A RADIUS OF 420.00 FEET) A CHORD DISTANCE OF 152.58 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 68° 46' 59" EAST, A DISTANCE OF 229.04 FEET, THENCE ALONG SAID RIGHT OF WAY (CURVING TO THE LEFT AND HAVING A RADIUS OF 930.00 FEET) A CHORD DISTANCE OF 310.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN EASTERLY AND ALONG SAID RIGHT OF WAY A DISTANCE OF 218.73 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY (CURVING TO THE RIGHT AND HAVING A RADIUS OF 570.00 FEET) A CHORD DISTANCE OF 198.98 FEET TO THE NORTHEAST CORNER OF THIS DESCRIBED PROPERTY; THENCE WITH AN INTERIOR ANGLE OF 76° 52' 12" RUN SOUTHWESTERLY A DISTANCE OF 604.89 FEET TO THE NORTH RIGHT OF WAY OF RIVERCHASE OFFICE ROAD; THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE LEFT AND HAVING A RADIUS OF 300 FEET) CHORD DISTANCE OF 29.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN WESTERLY AND ALONG SAID RIGHT OF WAY A DISTANCE OF 104.38 FEET; THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE RIGHT AND HAVING A RADIUS OF 370.00 FEET) A CHORD DISTANCE OF 170.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHT OF WAY A DISTANCE OF 95.64 FEET; THENCE RUN WESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE LEFT AND HAVING A RADIUS OF 530.00 FEET) A CHORD DISTANCE OF 471.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTHWESTERLY AND ALONG SAID RIGHT OF WAY A DISTANCE OF 10.94 FEET; THENCE NORTHWESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE RIGHT AND HAVING A RADIUS OF 25.00 FEET) A CHORD DISTANCE OF 35.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID POINT OF TANGENCY LYING ON THE EAST RIGHT OF WAY OF RIVERCHASE PARKWAY EAST; THENCE RUN NORTHWESTERLY AND ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 30.19 FEET; THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE LEFT AND HAVING A RADIUS OF 661.41 FEET) A CHORD DISTANCE OF 189.16 FEET TO A POINT BEING THE SOUTHWEST CORNER OF THIS DESCRIBED PARCEL; THENCE RUN NORTHEASTERLY A DISTANCE OF 532.82 FEET TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL II:

LOT 1-A, ACCORDING TO A RESURVEY OF LOT 1 OF RIVERCHASE OFFICE PARK PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 99, BEING A RESURVEY OF LOT 1 OF RIVERCHASE OFFICE PARK PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 77, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL III:

LOT 1-B, ACCORDING TO A RESURVEY OF LOT 1 OF RIVERCHASE OFFICE PARK PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 99, BEING A RESURVEY OF LOT 1 OF RIVERCHASE OFFICE PARK PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 77, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL IV:

TOGETHER WITH RIGHTS OF TITLE AND INTEREST IN AND TO THAT CERTAIN EASEMENT AS SET OUT IN THE DECLARATION OF RECIPROCAL ACCESS, UTILITIES, DRAINAGE AND PARKING EASEMENT DATED DECEMBER 3, 1990, FILED FOR RECORD DECEMBER 20, 1990, RECORDED IN BOOK 323, PAGE 96, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL V:

TOGETHER WITH RIGHTS OF TITLE AND INTEREST IN AND TO THAT CERTAIN EASEMENT AS SET OUT IN THE DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR RIVERCHASE (BUSINESS), RECORDED IN MISC. BOOK 13, PAGE 50, AS AMENDED BY MISC. BOOK 15, PAGE 189, FURTHER AMENDED BY MISC. BOOK 19, PAGE 633, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, WHICH SUPERSEDES THE FIRST DECLARATION AND AMENDMENTS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/24/2023 01:36:54 PM
\$47.00 JOANN
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Allen S. Bayl