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02/10/2023 03:13:47 PM  
UCC1 1/5

UCC FINANCING STATEMENT  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Virginia S. Boliek 205-533-3557</b>
B. E-MAIL CONTACT AT FILER (optional) <b>virginia@virginiabolieklaw.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>Virginia S. Boliek</div><div>Law Office of Virginia Boliek</div><div>1301 Panorama Dr</div><div>Birmingham, AL 35216</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>LESTER LAND COMPANY, LLC</b>			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>100 HEATHERBROOK DRIVE, SUITE A</b>		CITY <b>BIRMINGHAM</b>	STATE <b>AL</b>	POSTAL CODE <b>35242</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>VALLEY NATIONAL BANK</b>			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>1904 1ST AVE NORTH #100</b>		CITY <b>BIRMINGHAM</b>	STATE <b>AL</b>	POSTAL CODE <b>35203</b>
				COUNTRY <b>USA</b>

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

SEE SCHEDULE 1 AND EXHIBIT A ATTACHED HERETO.

THIS UCC IS RECORDED AS ADDITIONAL COLLATERAL FOR DEBT SECURED BY THAT CERTAIN MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT NO. 20220311000102530

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:	

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

LESTER LAND COMPANY, 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:

(a) All of all those certain pieces, parcels or tracts of land, of which Debtor is now seized and possessed, situated in Shelby County, Alabama, more particularly described on **Exhibit A** attached hereto and incorporated herein, together with all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages, timber, crops, oil, gas, and mineral rights, projections, appurtenances, water rights (including riparian and littoral rights), streets, ways, alleys, strips and gores of land now or hereafter in any way belonging to, adjoining, appurtenant to, crossing, or pertaining to the Land or in or to the air space over said land; and all claims or demands of the Debtor, at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively, the “**Land**”);

(b) All buildings, betterments, structures, improvements, build-outs and fixtures of any nature now or hereafter constructed or located, in whole or in part, on the Land, regardless of whether physically affixed thereto or now or hereafter severed or capable of severance from the Land (collectively, the “**Improvements**”); provided, however, should the Land be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, the Improvements are limited to only those times specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended);

(c) All rights of Debtor in and to all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Land or the Improvements), or any alteration of the grade of any street upon which the Land abuts, or any other injury to, taking of, or decrease in the value of the Land or the Improvements or any part thereof;

(d) All rights of Debtor in and to any hazard, casualty, liability, or other insurance policy carried for the benefit of Debtor or Lender with respect to the Improvements, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for any loss of or damage to all or any portion of the Improvements;

(e) All rights of Debtor in and to all supplies and building materials delivered to or located upon the Land or elsewhere and used or usable in connection with the construction or refurbishing of the Improvements;

(f) All intangible personal property now or hereafter owned by the Debtor, whether or not related to the Land or the Improvements, including, but not limited to, the following: all rights of Debtor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, contract rights, drafts, acceptances, instruments, deposit accounts, all accounts (as defined in the UCC), accounts receivable, letter-of-credit rights or letters of credit, rights to payment for money or funds advanced or sold, chattel paper, including but not limited to, rights to payment evidenced by chattel paper, investment property, commercial tort claims, insurance policies, permits, licenses, trade names, plans, specifications, appraisals, reports, paid fees, choses-in-action, subdivision restrictions or declarations, general intangibles, and other obligations of any kind whatsoever now or hereafter dealing with, affecting or concerning Debtor, and whether or not dealing with, affecting or concerning the Land, the Improvements or any portion thereof or interest therein including, without limitation, the following: (1) all contracts, plans, specifications and permits for or related to the Land or its development or the construction or refurbishing of the Improvements; (2) all agreements for the provision of utilities or services (including any reservation of capacity for utilities or services) to the Land or Improvements; (3) all payment, performance or other bonds; (4) all contracts, option agreements, right of first refusal agreements and other agreements now existing or hereafter made for the sale by Debtor of all or any of Debtor’s personal property or for the sale of all or any portion of the Land or the Improvements, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds

of such contracts and agreements, including any purchase-money notes and mortgages made by such purchasers; and (5) any declaration of condominium, restrictions, covenants, easements, other declarations or similar documents now or hereafter recorded against the title to all or any portion of the Land;

(g) All of Debtor's right, title, interest, estate, claim, or demand, either at law or in equity, in and to all architectural, engineering, land management, forestry, mitigation and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like, and all sewer and water taps, permits and allocations, agreements for utilities, bonds and sureties, relating to the Land or the Improvements or appurtenant facilities erected or to be erected upon or about the Land;

(h) All rents, income, issues and profits of the Land, the Improvements and other property subject to this Mortgage (collectively, the "**Rents**"), and all leases, subleases, tenancies, licenses, franchises and occupancy agreements of any nature whatsoever now or hereafter affecting the Land or the Improvements (collectively, the "**Leases**"), together with all guaranties of the Leases and all security deposits and prepaid rents under the Leases; provided, however, that if no Event of Default exists, the Debtor shall have a license (but limited as set forth in Section 17) to collect and receive all of such rents, profits, issues and revenues;

(i) All licenses, permits, authorizations or agreements and any other consents, approvals, and rights relating to the Land, whether presently held or hereafter acquired ("**Licenses and Permits**");

(j) All other tangible and intangible personal property and interests in personal property of Debtor of any kind or description now held by Lender or at any time hereafter transferred or delivered to, or coming into the possession, custody, or control of, Lender, or any agent or affiliate of Lender, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property; and

(k) Any and all products and proceeds (including insurance proceeds and proceeds of proceeds) of any or all of the foregoing and all property that is within the definition of proceeds as it is defined in the UCC (defined below), including without limitation, whatever is received upon the use, lease, sale, exchange, collection, loss, destruction, any other utilization, or any disposition of any of the Mortgaged Property (defined above), whether cash or non-cash, and any other type or item of property, and all substitutions, additions, accessions, replacements, products, and renewals of, to, or for such property and all insurance therefor; and all supporting evidence and documents relating to any of the above-described tangible and intangible personal property of the Debtor, including, without limitation, records, computer programs, disks, tapes, microfilm, microfiche, and related electronic data processing media, and all rights of the custodian of such items to retrieve the same from third parties, including but not limited to all of Debtor's right, title and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained. For the avoidance of doubt, the inclusion of "proceeds" as collateral does not authorize Debtor to sell, dispose of, or otherwise use the collateral in any manner not specifically authorized by this Mortgage or the other Loan Documents.

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**EXHIBIT A**

Lot 2A, according to the Survey of Lots 2A and 2B, Heatherbrooke Office Park, as recorded in Map Book 12, page 36, in the Probate Office of Shelby County, Alabama.



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**02/10/2023 03:13:47 PM**  
**\$45.00 BRITTANI**  
**20230210000036550**

*Allen S. Bayl*