

## UCC FINANCING STATEMENT

### FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>J. Ladd Davis (659) 200-9586</b>
B. E-MAIL CONTACT AT FILER (optional) <b>ldavis@dlbfirm.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><b>J. Ladd Davis, Esq.</b> <b>DLB Attorneys at Law, LLC</b> <b>2100B Southbridge Parkway, Suite 240</b> <b>Birmingham, AL 35209</b></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>Vestawood Apartments, LLC</b>	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
	1b. INDIVIDUAL'S SURNAME					
1c. MAILING ADDRESS <b>3800 Old Leeds Road</b>		CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35213</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	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
	2b. INDIVIDUAL'S SURNAME					
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>CommerceOne Bank</b>	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
	3b. INDIVIDUAL'S SURNAME					
3c. MAILING ADDRESS <b>2100B Southbridge Parkway, Suite 385</b>		CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35209</b>	COUNTRY <b>USA</b>	

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

See Exhibit "A" attached hereto and made a part hereof as if set out in full herein.

This UCC-1 financing statement is filed as additional Security in connection with that certain Mortgage from Debtor in favor of Secured Party being filed simultaneously herewith, on which the appropriate Mortgage Tax is 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:	

**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

**Vestawood Apartments, 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:

17. MISCELLANEOUS:

**Shelby County JOP (DLB File No. 5-00016)**

International Association of Commercial Administrators (IACA)

## EXHIBIT A TO UCC-1 FINANCING STATEMENTS

The following described property, situated in Shelby County, Alabama, to-wit ("Land"):

### Parcel 1

All that part of the N ½ of the N ½ of the SE ¼ of the NW¼ of Section 17, Township 19 South, Range 1 West that lies East of the Right of Way of the Florida Short Route (U.S. Highway 280), Shelby County, Alabama, less and except the South 200 feet thereof.

### Parcel 2

Beginning at the NW Corner NW ¼ SE ¼ Thence N 132' Thence W 155' (S) to E Right of Way US Highway 280 Thence SE on Right of Way 473' (S) Thence E 65' (S) Thence N 330' to POINT OF BEGINNING.

### Parcel 3

Beginning NE COS 1/2 SW¼ NE¼ MEANDER WLY 1215.23' NE 506.27' W 48.68' N 44' (S) W 450' (S) TO Highway 280 SLY 1118' (S) E 155' (S) 130' (S) E 1360' (S) NE 275' (S) NW 180' (S) W 70' (S) N to Point of Beginning.

Bring more particularly described as:

A parcel of land situated in the S.E. 1/4 of the N.W. 1/4, in the S.W. 1/4 of the N.E. 1/4, in the S.E. 1/4 of the N.E. 1/4, and in the N.E. 1/4 of the S.W. 1/4, all in Section 17, Township 19 South, Range 1 West in Shelby County Alabama, being more particularly described as:

Begin at a 2" Open top pipe at the Southeast corner of the S.W. 1/4 of the N.E. 1/4 of Section 17, Township 19 South Range 1 West; thence run in an Easterly direction, along the Southerly 1/4 line of the S.E. 1/4 of the N.E. 1/4 of said section and along a judicial boundary line as established in the Circuit Court of Shelby County, Alabama in Case No. E-1174-76, Case No. E-1233-76, and Case No. E-1270-76 and recorded in Book 26, Pages 904-914 in the Office of the Judge of Probate, Shelby County, Alabama and also shown on Frank W. Wheeler Survey dated August 8th 1978, a distance of 41.00 feet to a capped rebar (Weygand); thence 70°56'36" to the left in a Northeasterly direction, along said judicial boundary line, a distance of 183.24 feet to a capped rebar (Weygand); thence 13°53'21" to the right in a Northeasterly direction, along said judicial boundary line, a distance of 93.21 feet to a capped rebar (Weygand); thence 60°57'49" to the left in a Northwesterly direction, along said judicial boundary line, a distance of 180.49 feet to a capped rebar (Weygand); thence 61°42'00" to the left in a Westerly direction, along said judicial boundary line, a distance of 57.25 feet to a capped rebar (Weygand) lying on the Easterly line of the S.W. 1/4 of the N.E. 1/4 of said section; thence 91°00'42" to the right in a Northerly direction, , along said judicial boundary line and said 1/4-1/4 line, a distance of 251.29 feet to a capped rebar (SSI); thence 90°14'24" to the left in a Westerly direction, along said judicial boundary line, a distance of 154.04 feet to a capped rebar (SCHOEL-CA#003); thence 3°38'20" to the right in a Westerly direction, along said judicial boundary line, a distance of 239.72 feet to a capped rebar (SCHOEL-CA#003); thence 1°40'28" to the left in a Westerly direction, along said judicial boundary line, a distance of 98.58 feet to a capped rebar (SCHOEL-CA#003); thence 2°02'01" to the left in a Westerly direction, along said judicial boundary line, a distance of 100.00 feet to a capped rebar (SCHOEL-CA#003); thence 2°33'33" to the left in a Westerly direction, along said judicial boundary line, a distance of 156.76 feet to a capped rebar (SCHOEL-CA#003); thence 1°57'37" to the right in a Westerly direction, along said judicial boundary line, a distance of 95.41 feet to a capped rebar (SCHOEL-CA#003); thence 0°55'38" to the left in a Westerly direction, along said judicial boundary line, a distance of 368.70 feet to a concrete monument stamped as "Judicial Land Corner"; thence 81°51'12" to the right in a Northerly direction, along said judicial boundary line, a distance of 506.36 feet to a capped rebar (SSI); thence 80°26'52" to the left in a Westerly direction, along said judicial boundary line, a distance of 48.68 feet to a concrete monument stamped as "Judicial Land Corner"; thence 88°57'57" to the right in a Northerly direction, along said judicial boundary line, a distance of 174.65 feet to a concrete monument stamped as "Judicial Land Corner", said point ending the judicial boundary line; thence 91°32'59" to the left in a Westerly direction a distance of 135.39 feet to a 1-1/2" open top pipe; thence 0°44'39" to the left in a Westerly direction a distance of 305.75 feet to a capped rebar (Weygand); thence 46°51'31" to the left in a Southwesterly direction a distance of 17.97 feet to a capped rebar (Weygand) lying on the Easterly right-of-way line of U.S. Highway 280, said point being on a curve to the right having a radius of 5879.58 feet and a central angle of 7°43'49"; thence 58°10'27" to the left (angle measured to tangent) in a Southeasterly direction, along said Easterly right-of-way line and along the arc of said curve a distance of 793.26 feet to a capped rebar (SCHOEL-CA#003); thence 8°23'11" to the left (angle measured to tangent) in a Southeasterly direction continuing along said Easterly right-of-way line, a distance of 440.53 feet to a 1-1/2" open top pipe, said point being on a curve to the right having a radius of 2321.41 feet and a central angle of 10°58'09"; thence 0°45'03" to the right (angle measured to tangent) in a Southeasterly direction continuing along said Easterly right-of-way line, and along the arc of said curve a distance of 444.43 feet to a 1" crimp pipe; thence 82°56'33" to the left (angle measured to tangent) in an Easterly direction, leaving said Easterly right-of-way line, a distance of 43.82 feet to a capped rebar (Weygand) lying on the Easterly line of the N.E. 1/4 of the S.W. 1/4 of said



section; thence 90°26'20" to the left in a Northerly direction, along said 1/4-1/4 line, a distance of 302.26 feet to a capped rebar (Weygand) lying on the Southerly line of the S.W. 1/4 of the N.E. 1/4 of said section; thence 90°10'16" to the right in an Easterly direction, along said 1/4-1/4 line, a distance of 1314.67 feet to the Point of Beginning.

Containing 31.703 acres.

TOGETHER with all Debtor's right, title and interest, if any, in all buildings, structures and other improvements now or hereafter attached to or located on the Land, or any part or parcel thereof, and

TOGETHER with 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 Borrower 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 Land, 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 Land 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 a Mortgage and Security Agreement dated of even date herewith; and

TOGETHER with 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 the Borrower and attached to the Land (other than fixtures); or placed on the Land and used or useful in connection with, or in any way pertaining or relating to, the Land or the use and occupancy thereof, though not attached to the Land; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and

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

TOGETHER with all rents, issues, profits and revenues of the Land 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 Borrower of, in and to the same, reserving only the right to Borrower to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

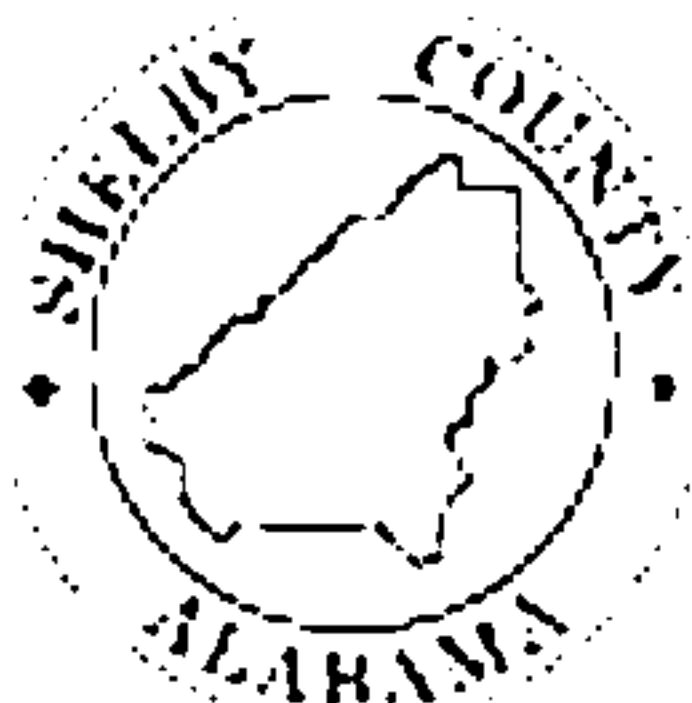
TOGETHER with all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the 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 Land 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

TOGETHER with all judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to the Borrower or any subsequent owner of the Land, 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 Land, or the Improvements, or any other such property; and

TOGETHER with (1) all general intangibles relating to the development or use of the Land, the Improvements or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Land, 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 (3) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Land, the Improvements or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into; and

TOGETHER with all changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; AND

TOGETHER with all proceeds of any of the foregoing.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 09/11/2023 10:53:45 AM  
 \$43.00 JOANN  
 20230911000273150

*Allen S. Bayl*