

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Mark Euster404-364-2300	
B. E-MAIL CONTACT AT SUBMITTER (optional) mark@wzlegal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Weissmann Zucker Euster + Katz P.C. 3495 Piedmont Road, Building 11, Suite 950 Atlanta, GA 30305	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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 5901 HIGHWAY 52E, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 5901 Highway 52 E		CITY Helena	STATE AL	POSTAL CODE 35080
			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 PINNACLE BANK, a Tennessee Bank			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 3333 Riverwood Parkway, Suite 500		CITY Atlanta	STATE GA	POSTAL CODE 30339
			COUNTRY USA	

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

All personal property, equipment and chattels of Debtor including but not limited to, those described fully on Exhibit "B", attached hereto and made a part hereof by reference which are to be located on, about and around the real property described on Exhibit "A" attached hereto and made a part hereof by reference

This instrument is being filed as additional security for the Mortgage being recorded simultaneously herewith.

5. Check only if applicable and check only 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 only if applicable and check only one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility <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/Licenser	
8. OPTIONAL FILER REFERENCE DATA: 20230351	

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

5901 HIGHWAY 52E, 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)

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

16. Description of real estate:
See Exhibit A attached hereto

17. MISCELLANEOUS:

Exhibit "A"

Land

Parcel I:

A parcel of land situated in the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 20 South, Range 3 West, described as follows:

Commence at the Northwest corner of the Southeast 1/4 of Southwest 1/4 of the Southwest 1/4 of Section 14 go South 01°43'16" East along the West boundary of said 1/4 1/4 1/4 section for 242.10 feet to a point on a curve to the right on the Northerly boundary of Highway 52, said curve having a central angle of 46°22'58" and a radius of 632.72 feet; thence Southeasterly along said curve 512.20 feet to the Westerly boundary of Tenneyson Drive; thence (5) five courses along said Westerly boundary as follows - go North 02°56'51" East for 166.62 feet to the beginning of a curve to the right, having a central angle of 24°46'23" and a radius of 275.44 feet; thence Northerly along said curve 119.09 feet to the point of tangent; thence North 27°43'13" East for 36.01 feet to the beginning of a curve to the left, having a central angle of 45°34'40" and a radius of 205.37 feet; thence Northeasterly along said curve for 163.37 feet to the point of tangent; thence North 17°51'26" West for 57.56 feet to the North boundary of said 1/4 1/4 1/4 section; thence South 89°57'00" West for 469.95 feet to the Point of Beginning.

Situated in Shelby County, Alabama

Parcel II:

A parcel of land located in the SW 1/4 of the SW 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SE corner of said 1/4 - 1/4 section; thence in a Northerly direction along the East line of said 1/4 - 1/4 section a distance of 475.0 feet to the point of beginning; thence 88°17' left in a Westerly direction to a point on the Southeasterly right of way line of Whitling Drive, said point being on a curve to the left, said curve having a central angle of 1°23'40" and a radius of 1,010.74 feet; thence along arc of said curve in a Northeasterly direction a distance of 24.6 feet to end of said curve; thence continue along said right of way in a Northeasterly direction a distance of 28.17 feet to the beginning of a curve to the right, said curve having a central angle of 11°56' and a radius of 485.71 feet; thence along arc of said curve in a Northeasterly direction a distance of 101.16 feet to end of said curve, and the beginning of a curve to the right, said curve having a central angle of 13°53'45" and a radius of 225.21 feet; thence along arc of said curve in a Northeasterly direction a distance of 54.62 feet to end of said curve and the beginning of a curve to the left, said curve having a central angle of 1°16'05" and a radius of 587.39 feet; thence along arc of said curve in a Northeasterly direction a distance of 13.0 feet to the intersection of the East line; thence run south along said East line for a distance of 195.21 feet to the Point of Beginning.

Parcel III:

Lot 1, according to the Survey of Southeast Electric Services, as recorded in Map Book 32, page 98, in the Probate Office of Shelby County, Alabama.

Parcel IV:

Lot 2, according to the Survey of Southeast Electric Services, as recorded in Map Book 32, page 98, in the Probate Office of Shelby County, Alabama.

Tax Map/Parcel Nos.:

13-6-14-3-001-022.001

13-6-14-3-001-021.000

13-6-14-3-001-021.001

13-6-14-3-001-021.002

Commonly Known Address(es):

5901 Highway 52, Helena, AL 35080

5016 Sykes Street, Pelham, AL 35124

5020 Sykes Street, Pelham, AL 35124

Sykes Street, Pelham, AL 35124

EXHIBIT "B"

(a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heating fixtures, heaters, space heaters, water heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, plumbing and awnings, window shades, drapery rods, drapes, brackets, screens, storm sashes, carpeting and other floor coverings, incinerators, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, iceboxes, dishwashers, laundry equipment, cooking apparatus and appurtenances owned by Debtor, constituting proceeds acquired with cash proceeds of any of the premises described hereinabove, and attached to said buildings, structures or improvements; and all building supplies and material and equipment now or hereinafter delivered to the Premises and intended to be installed therein; any and all other furnishings, furniture, machinery, equipment, pumps, tanks, canopies, material, appliances, and fixtures now or hereinafter installed or placed by Debtor on the Premises for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage; fire extinguishers and any other safety equipment required by governmental regulation or law; all inventory, accounts, chattel paper, deposit accounts, books and records, document, equipment, fixtures, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever owned by Debtor and now or hereafter located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land and the improvements located from time to time thereon, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions or proceeds from a permitted sale of any of the foregoing, all tradenames, trademarks, servicemarks, logos, and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land and the improvements located thereon or any part thereof and are now or hereafter acquired by Debtor; such other goods, equipment, chattels and personal property owned by Debtor from time to time located within the Premises and all renewals or replacements thereof or articles in substitution thereof and all of the estate, right, title and interest of the Debtor in and to all property of any nature whatsoever; and all condemnation awards and insurance proceeds in any way related to the Premises; all accounts receivable arising out of or in connection with the Premises; all of Debtor's right, title and interest in or to any documentation in any way whatsoever related to the Premises; all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land as between the parties hereto and all persons claiming by, through or under them.

(b) All building materials, fixtures, building machinery and building equipment now or hereafter placed on the Land or in the improvements owned by Debtor, all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Land or the improvements.

(c) 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 estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances 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 or to any part or parcel thereof, whether now owned or hereafter acquired by Debtor, and the reversion and reversions, remainder and remainders.

(d) All rents, issues, profits and revenues of the Premises from time to time accruing (including, without limitation, proceeds of insurance and condemnation payments) and all 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 license to Debtor to collect, use and enjoy the rents, issues, profits and revenues of the Premises so long as Debtor is not in default hereunder.

(e) All and singular the rights, members and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, including but not limited to all insurance proceeds and condemnation awards, all tenant security deposits whether held by Debtor or in a trust account (subject, however, to the rights of such tenants in such security deposits), all escrow funds, and all rents, profits, issues and revenues of the Premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving only the right to Debtor to collect the same so long as Debtor is not in default hereunder and so long as the same are not subjected to garnishment, levy, attachment or lien. In addition, Debtor hereby assigns, transfers and conveys to Secured Party, its successors and assigns, all of Debtor's right, title and interest in,

to and under all lease, occupancy agreements, space agreements, tenant contracts and rental agreements now or hereafter leasing or affecting the Premises or any part thereof (herein each sometimes referred to as a "lease").

(f) All other interest of every kind and character which Debtor now has or at any time hereafter acquires in and to the property, tangible and intangible, which is used or useful in connection with the operation of the Premises, to the extent assignable, including, but not limited to, construction contracts, architects' contracts, engineering contracts, management agreements, maintenance and service contracts, licenses and permits issued by governmental authorities, accounts receivable, cash maintained in governmental authorities, any capital accounts, operating accounts and replacement reserve accounts now existing or hereafter created and utility deposits, if any.

(g) All water taps, sewer taps, certificates of occupancy, permits, special permits, uses, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Land or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Land or the improvements.

(h) All unearned premiums accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and Debtor's interest in and to all proceeds of the conversion and the interest payable thereon, voluntary or involuntary, of the Premises, or any part thereof, into cash or liquidated claims, including, without limiting the generality of the foregoing, proceeds of casualty insurance, title insurance or any other insurance maintained on the Premises, and the right to collect and receive the same, and all awards and/or other compensation including the interest payable thereon and the right to collect and receive the same, heretofore and hereafter made to the present and all subsequent owners of the Premises by the United States, the State of Georgia, or any political subdivision thereof, or any agency, department, bureau, board, commission, or instrumentality of any of them, now existing or hereafter created for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any easement or other right therein.

(i) All proceeds, both cash and noncash, of the foregoing which may be sold or otherwise be disposed of pursuant to the terms hereof.

(j) Any and all monies now or hereafter on deposit for the payment of real estate taxes or special assessments against the Premises or any part thereof or for the payment of premiums on policies of fire and other hazard insurance covering the foregoing property or otherwise on deposit Secured Party and the proceeds thereof.



20230351/exhibit ucc

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/02/2024 09:14:34 AM
\$47.00 JOANN
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Allen S. Bayl