

County Division Code: AL039 Inst. # 2024013163 Pages: 1 of 7 I certify this instrument filed on: 2/15/2024 1:39 PM
Doc: UCC 7 Judge of Probate Jefferson County, AL Rec: \$43.00
Clerk: CSBESS



UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Rachael W. Ruiz Esq. 423.756.6600
B. E-MAIL CONTACT AT FILER (optional) rachael.ruiz@millermartin.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Miller & Martin PLLC 832 Georgia Ave., Suite 1200 Chattanooga, TN 37402</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)

1a. ORGANIZATION'S NAME Hendon Urban Riverchase LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 3445 Peachtree Road Suite 465	CITY Atlanta	STATE GA	POSTAL CODE 30326	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)

2a. ORGANIZATION'S NAME				
OR 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)

3a. ORGANIZATION'S NAME Protective Life Insurance Company				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 2801 Highway 280 South	CITY Birmingham	STATE AL	POSTAL CODE 35223	COUNTRY USA

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

The property described on Exhibit "B" whether now owned or hereafter acquired, and all proceeds thereof, some of which may be or become fixtures on the real estate described on Exhibit "A" hereto.

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/Licenser	

8. OPTIONAL FILER REFERENCE DATA:
File in Jefferson County, Alabama Real Estate Records

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 Hendon Urban 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 <u>one</u> 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 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: See Exhibit "A" attached hereto.

17. MISCELLANEOUS:

EXHIBIT A
Property

The Plaza at Riverchase as recorded in Map Book 13, Page 70 in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

A parcel of land situated in the Northeast Quarter of Section 24, Township 19 South, Range 3 West, and the West Half of Section 19, Township 19 South, Range 2 West, Jefferson County, Alabama, and in the Southeast Quarter of Section 24, Township 19 South, Range 3 West, in Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of Section 24, Township 19 South, Range 3 West, thence North 88°58'25" West along the North line of said Section 24, 618.94 feet to a point; thence South 20°02'58" East, 1059.79 feet to a point 25 feet southerly of the centerline of Data Center Drive, said point also being the POINT OF BEGINNING; thence continue along the previously described course, 433.66 feet to the approximate centerline of the Cahaba River; thence along said centerline of the Cahaba River, the following courses: South 33°20'32" West, 37.15 feet; thence South 16°23'24" West, 43.61 feet; South 15°04'56" East, 541.33 feet; South 23°08'00" East, 222.85 feet; South 01°07'08" East, 216.30 feet; South 39°34'01" West, 236.88 feet; and South 45°24'27" West, 416.19 feet to a point on the Easterly right-of-way margin of U.S. Highway 31, said point being 150 feet easterly of the centerline of said U.S. Highway 31; thence North 26°23'50" West along said Easterly right-of-way margin, 201.95 feet to a point; thence leaving said right-of-way margin, proceed North 62°07'44" East, 239.50 feet to a point; thence North 26°23'50" West and parallel to said right-of-way margin, 147.00 feet to a point; thence North 72°08'03" West, 73.98 feet to a point; thence South 62°07'44" West, 186.50 feet to a point on the Easterly right-of-way margin of U. S. Highway 31, said point being 150.00 feet easterly of the centerline of said U. S. Highway 31; thence North 26°23'50" West along said Easterly right-of-way margin, 582.72 feet to a point; thence South 63°36'10" West along said Easterly right-of-way margin, 50.00 feet to a point, said point being 100.00 feet easterly of the centerline of said U.S. Highway 31; thence North 26°23'50" West along said easterly right-of-margin 416.79 feet to a point; thence leaving said Easterly right-of-way margin, proceed North 63°52'22" East, 271.98 feet to a point; thence North 25°27'37" West, 20.00 feet to the beginning of a curve to the left, said curve having a central angle of 10°07'14", a radius of 310.00 feet, an arc of 54.76 feet and a chord which bears North 30°31'13" West for 54.69 feet; thence proceed northwesterly along the arc of said curve, 54.76 feet to the end of said curve; thence North 35°34'51" West, 121.67 feet to the beginning of a curve to the left, said curve having a central angle of 82°11'28", a radius of 25.00 feet, an arc distance of 35.86 feet and a chord which bears North 77°29'33" West for 32.87 feet; thence proceed northwesterly along the arc of said curve, 35.86 feet to a point; thence North 28°35'17" West, 5.00 feet to a point on the Southerly right-of-way margin of Data Center Drive, said point being 25.00 feet southerly of the centerline of said Data Center Drive, said point also being on a curve to the left, said curve having a central angle of 11°56'21", a radius of 429.69 feet, an arc of 89.54 feet, and a chord which bears North 55°26'33" East for 89.38 feet; thence proceed northeasterly along said Southerly right-of-way margin and along the arc of said curve, 89.54 feet to the end of said curve; thence North 49°28'23" East along said Southerly right-of-way margin, 290.58 feet to the beginning of a curve to the right, said curve having a central angle of 28°47'56", a radius of 382.42 feet, an arc of 192.22 feet and a chord which bears North 63°52'19" East for 190.20 feet; thence proceed northeasterly along said Southerly right-of-way margin and along the arc of said curve, 192.22 feet to the end of said

curve; thence North $78^{\circ}16'17''$ East, along said Southerly right-of-way margin, 125.18 feet to the beginning of a curve to the left, said curve having a central angle of $8^{\circ}19'15''$, a radius of 546.00 feet, an arc of 79.29 feet and a chord which bears North $74^{\circ}06'40''$ East for 79.22 feet; thence proceed northeasterly along said Southerly right-of-way margin and along the arc of said curve, 79.29 feet to the POINT OF BEGINNING.

The above described property being the same as that shown by survey prepared by Robert W. Easley, IV, PLS 38795, dated 2/1/2024, and designated File Name Southlake lot 3 Alta sheet.dgn, being more particularly described as follows:

The Plaza At Riverchase as recorded in Map Book 13, Page 70 in the Office of the Judge of Probate of Shelby County, Alabama being more particularly described as follows:

A parcel of land situated in the East 1/2 of the Northeast 1/4 of Section 24, Township 19 South, Range 3 West, and the Southwest 1/4 of the Northwest 1/4 of Section 19, Township 19 South, Range 2 West, Jefferson County, Alabama, and in the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 19 South, Range 3 West, in Shelby County, Alabama, and being more particularly described as follows:

BEGIN at an ALA-ENG capped iron at the Northernmost corner of The Plaza At Riverchase as recorded in Map Book 13, Page 70 in the Office of the Judge of Probate of Shelby County and run $S20^{\circ}2'58''E$ for a distance of 308.29 feet to an ALA-ENG capped iron; thence continue along the last described course for a distance of 125 feet, more or less, to the centerline of the Cahaba River; thence run in a Southwesterly, then Southerly, then Southeasterly, then Southerly, then Southwesterly direction, for a distance of 1711 feet, more or less, along said centerline, to a point on the Easterly right-of-way margin of U.S. Highway 31, said point being 150 feet Easterly of the centerline of said U.S. Highway 31; thence North $26^{\circ}25'47''$ West along said Easterly right-of-way margin, for a distance of 76 feet, more or less, to an ALA-ENG capped iron; thence continue along the last described course, and along said Easterly right-of-way margin, for a distance of 130.46 feet to an ALA-ENG capped iron at the Southernmost corner of the Jefferson County Sewer Lift Station parcel as shown on said plat of The Plaza at Riverchase; thence leaving said right-of-way margin, run North $63^{\circ}40'47''$ East for a distance of 243.52 feet to a capped iron; thence run North $27^{\circ}42'21''$ West for a distance of 147.40 feet to a DA capped iron; thence run North $73^{\circ}08'26''$ West for a distance of 73.02 feet to an uncapped $\frac{1}{2}$ inch rebar; thence run South $64^{\circ}29'52''$ West for a distance of 187.11 feet to a GSA capped iron on the Easterly right-of-way margin of U. S. Highway 31, said GSA capped iron being 150.00 feet Easterly of the centerline of said U. S. Highway 31; thence run North $26^{\circ}25'47''$ West, along said Easterly right-of-way margin, for a distance of 582.67 feet to GSA capped iron; thence run South $63^{\circ}34'13''$ West along said Easterly right-of-way margin, for a distance of 50.00 feet to a GSA capped iron, said GSA capped iron being 100.00 feet Easterly of the centerline of said U.S. Highway 31; thence run North $26^{\circ}25'18''$ West, along said easterly right-of-margin, for a distance of 416.77 feet to a Weygand capped iron at the Southernmost corner of the AmSouth Bank Property as shown on said plat of The Plaza at Riverchase; thence leaving said Easterly right-of-way margin, run North $63^{\circ}57'52''$ East for a distance of 272.10 feet to a $\frac{1}{2}$ inch rebar; thence run North $25^{\circ}14'49''$ West for a distance of 20.00 feet to a nail in the asphalt at the beginning of a curve to the left, said curve having a central angle of $10^{\circ}09'42''$, a radius of 310.00 feet and a chord which bears North $30^{\circ}19'40''$ West for a distance of 54.91 feet; thence run Northwesterly along the arc of

said curve for a distance of 54.98 feet to a Weygand capped iron; thence run North 35°30'01" West for a distance of 121.83 feet to the beginning of a curve to the left, said curve having a central angle of 80°28'22", a radius of 25.00 feet, and a chord which bears North 78°42'00" West for a distance of 32.30 feet; thence proceed Northwesterly along the arc of said curve for a distance of 35.11 feet to a GSA capped iron; thence run North 28°45'34" West for a distance of 5.00 feet to an ALA-ENG capped iron on the Southerly right-of-way margin of Data Center Drive (also called Data Drive), said point being 25.00 feet Southerly of the centerline of said Data Center Drive, said point also being on a curve to the left, said curve having a central angle of 11°57'48", a radius of 429.69 feet and a chord which bears North 55°15'32" East for a distance of 89.56 feet; thence run Northeasterly along said Southerly right-of-way margin and along the arc of said curve for a distance of 89.72 feet to a nail in the asphalt ; thence North 49°18'57" East along said Southerly right-of-way margin for a distance of 290.55 feet to a GSA capped iron at the beginning of a curve to the right, said curve having a central angle of 28°47'50", a radius of 382.42 feet, and a chord which bears North 63°42'10" East for a distance of 190.19 feet; thence run Northeasterly along said Southerly right-of-way margin and along the arc of said curve for a distance of 192.21 feet to a GSA capped iron; thence North 78°04'34" East, along said Southerly right-of-way margin, for a distance of 125.15 feet to a nail in the asphalt at the beginning of a curve to the left, said curve having a central angle of 8°20'22", a radius of 546.00 feet, and a chord which bears North 74°59'08" East for a distance of 79.40 feet; thence run Northeasterly along said Southerly right-of-way margin and along the arc of said curve for a distance of 79.47 feet to the POINT OF BEGINNING.

EXHIBIT "B"

(a) All interest of Debtor, whether now owned or hereafter acquired, in the personal property of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the real property described on Exhibit "A" hereof and to the improvements now or hereafter located thereon (said real property and improvements are hereinafter referred to as the "Property"), which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the ownership, maintenance, use, occupancy or enjoyment of the Property, including, without limitation, all accounts, contract rights, documents, instruments, chattel paper (including electronic chattel paper and tangible chattel paper), equipment, general intangibles (including payment intangibles and software), goods, inventory, fixtures, letter of credit rights and deposit accounts (as those terms are defined in the Uniform Commercial Code of the State where the Property is located), all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the improvements located on the Property, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, and including all building materials, machinery, apparatus, equipment, fittings and fixtures, trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon or under said Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, boilers, ranges, furnaces, oil burners or units thereof; appliances; air cooling and air conditioning apparatus, vacuum cleaning systems; elevators; escalators; shades; awnings; screens; oven, ranges, surface units and disposals; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings of the type customarily located in commercial, institutional, industrial and residential buildings, together with all present and future attachments, accretions, accessions, replacements, and additions thereto of any of the foregoing.

(b) All of Debtor's accounts, rents, security deposits, issues and profits which are now due or may hereafter become due from the Property, including, but not limited to accounts, rents, security deposits, issues and profits by reason of or in connection with the rents, leasing and bailment of said Property.

(c) All of Debtor's awards or payments, including interest thereon, and the right to receive the same, as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury to, taking of, or decrease in the value of, the Property, to the extent of all amounts which may be owed by Debtor to Secured Party at the date of receipt of any such award or payment by Secured Party and of the reasonable attorney's fees, costs and disbursements incurred by Secured Party in connection with the collection of such award or payment.

(d) All of Debtor's documents, instruments and contract rights relating to the construction of the improvements now or hereafter located on the Property, and including without

limitation, any and all construction contracts, architectural contracts, engineering contracts, plans, specifications, drawings, surveys, bonds, permits, licenses, and other governmental approvals.

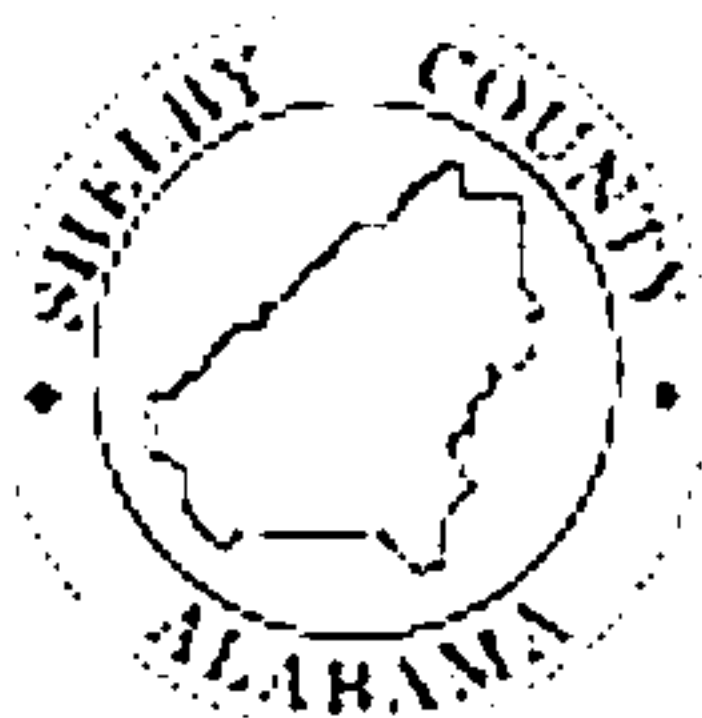
(e) All proceeds from Debtor's insurance policies which in any way relate to the Property or the other property described in this Exhibit "B" and all proceeds and payments owing to the insured under such insurance policies.

(f) All of Debtor's right, title and interest in and to all sales contracts, whether now existing or executed after the date hereof, pertaining to any portion of the real property described on Exhibit "A" hereof, and any modifications thereof.

(g) All books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts and all other business and financial records and statements of all kinds.

(h) All computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware.

(i) All proceeds and products of any of the foregoing (a) through (h).



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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/16/2024 01:24:40 PM
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Allie S. Bayl