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Shelby Cnty Judge of Probate, AL
08/20/2020 02:44:23 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phillip G. Stutts
B. E-MAIL CONTACT AT FILER (optional) pstutts@lsppc.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Leitman, Siegal & Payne 1927 First Avenue North Suite 101 Birmingham, AL 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)

1a. ORGANIZATION'S NAME BEN BYRD HOMES, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 1509 Valley Place	CITY Birmingham	STATE AL	POSTAL CODE 35209	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 2151 PELHAM PARKWAY, LLC				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS 1509 Valley Place	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

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 COMMERCEONE BANK				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 2100 Southbridge Pkwy #385	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

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

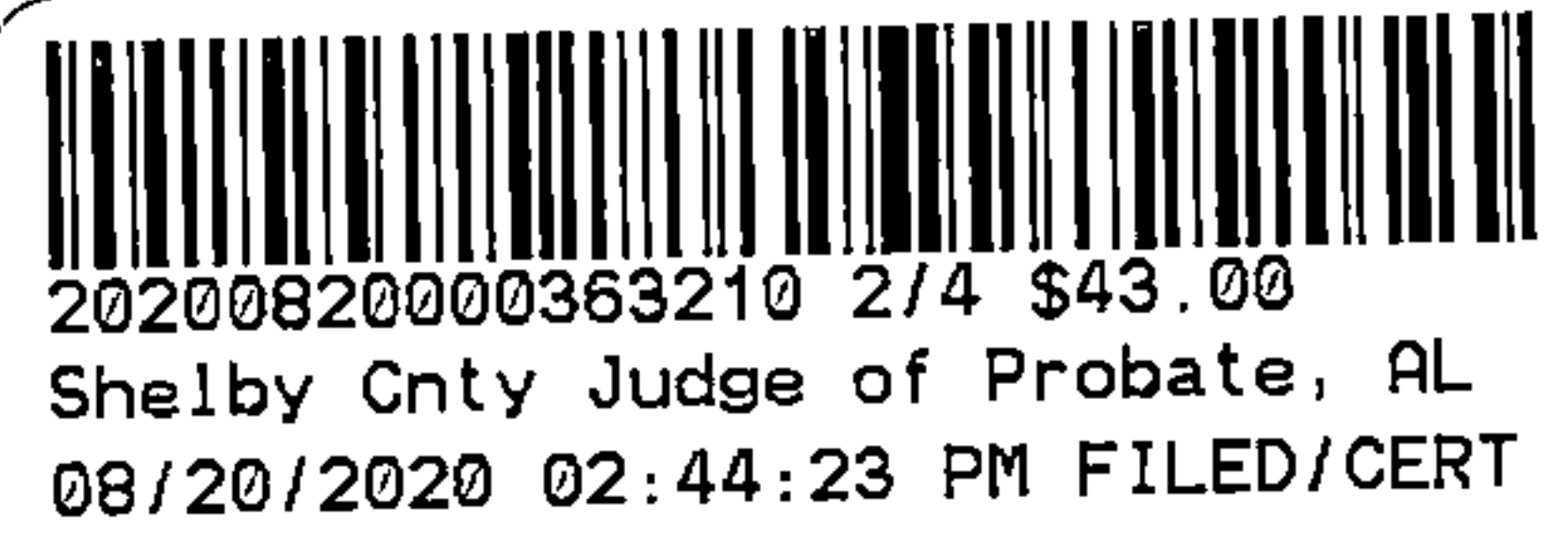
THE PROPERTY DESCRIBED IN SCHEDULE I INCLUDED HEREIN BY REFERENCE FOR DESCRIPTION OF COLLATERAL.

FILED WITH: OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

THIS FINANCING STATEMENT IS ADDITIONAL SECURITY FOR THE MORTGAGE AND SECURITY AGREEMENT, RECORDED SIMULTANEOUSLY HERewith. THE DEBTOR IS THE OWNER OF THE REAL PROPERTY DESCRIBED ON SCHEDULE I ATTACHED 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: CommerceOne-Ben Byrd	

20200820000363210 08/20/2020 (2/4



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
BEN BYRD HOMES, 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
2151 PELHAM PARKWAY, LLC

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:
CommerceOne-Ben Byrd

**SCHEDULE I TO
UCC -1 FINANCING STATEMENT**

LEGAL DESCRIPTION

Parcel I:

Part of the NE 1/4 of the NE 1/4 of Section 23, Township 18 South, Range 3 West, situated in Jefferson County, Alabama, more particularly described as follows:

Commence at the SW corner of the NE 1/4 of the NE 1/4 of Section 23, Township 18 South, Range 3 West, Jefferson County, Alabama, and run thence North along the West line of said NE 1/4 of NE 1/4 a distance of 495.75 feet; thence 89 degrees 49 minutes to the right and in an Easterly direction 562.45 feet to the center line of the Old Columbiana Road; thence 90 degrees to the right and in a Southerly direction along the center line of the Old Columbiana Road 226.1 feet; thence 90 degrees to the right and in a Westerly direction 25.83 feet to the Point of Beginning of the parcel of land herein described; thence continue in a Westerly direction and along the last above described course 149.17 feet; thence 90 degrees to the right in a Northerly direction 51.28 feet; thence 90 degrees to the right and in an Easterly direction 82.17 feet; thence 2 degrees 34 minutes to the left and in an Easterly direction 66.2 feet; thence 91 degrees 39 minutes to the right in a Southerly direction 54.31 feet to the Point of Beginning of the parcel of land herein described; being situated in Jefferson County, Alabama.

Parcel II:

Lot 23, Block 1, according to the Corrected Map of The Stacy Land Co. Survey, as recorded in Map Book 13, Page 48, in the Probate Office of Jefferson County, Alabama.

Parcel III:

From the NE corner of the SW 1/4 of the NW 1/4 of Section 31, Township 19 South, Range 2 West, run Westerly along the North boundary line of said 1/4 - 1/4 section 313.96 feet; thence turn an angle of 99°00'40" to the left and run SE 175 feet; thence turn an angle of 66°06' to the right and run SW 224.93 feet to the point of beginning of the land herein described and conveyed; thence continue SW along the last said course for 250 feet, more or less, to a point on the East right of way line of US 31 Highway; thence turn an angle of 95° to the left and run SE along the East right of way line of said highway for 104.71 feet; thence turn an angle of 85° to the left and run NE 250 feet; thence turn an angle of 95° to the left and run NW 104.71 feet to the point of beginning. This land being part of the SW 1/4 of the NW 1/4 of Section 31, Township 19 South, Range 2 West.

AND:

A parcel of land situated in the SW 1/4 of the NW 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NE corner of said 1/4 - 1/4 section; thence in a Westerly direction along the North line of said 1/4 - 1/4 section a distance of 313.96 feet; thence 99°00'40" left in a SE direction a distance of 175 feet; thence 66°06' right in a SW direction a distance of 342.93 feet, more or less, to the NE side of a building and the point of beginning; thence 90° right in a NW direction, along the NE side of said building a distance of 0.5 feet to the Northerly corner of said building; thence 90° left in a SW direction along the NW side of said building a distance of 132 feet, more or less, to the East right of way line of US Highway 31; thence 95° left in a SE direction along the East right of way of said highway a distance of 0.5 feet; thence 85° left in a NE direction a distance of 132 feet, more or less, to the point of beginning. (Shelby County, Alabama)

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

(a) all buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the Premises; including but without being limited to, all heating, air conditioning 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,

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ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, under padding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, 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 Instrument 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"); and

(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 a (i) 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 for the benefit of or naming LENDER, and refunds or rebates of taxes or assessments on the Premises;

(d) all the right, title and interest of Borrower in, to and under all written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Borrower 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;

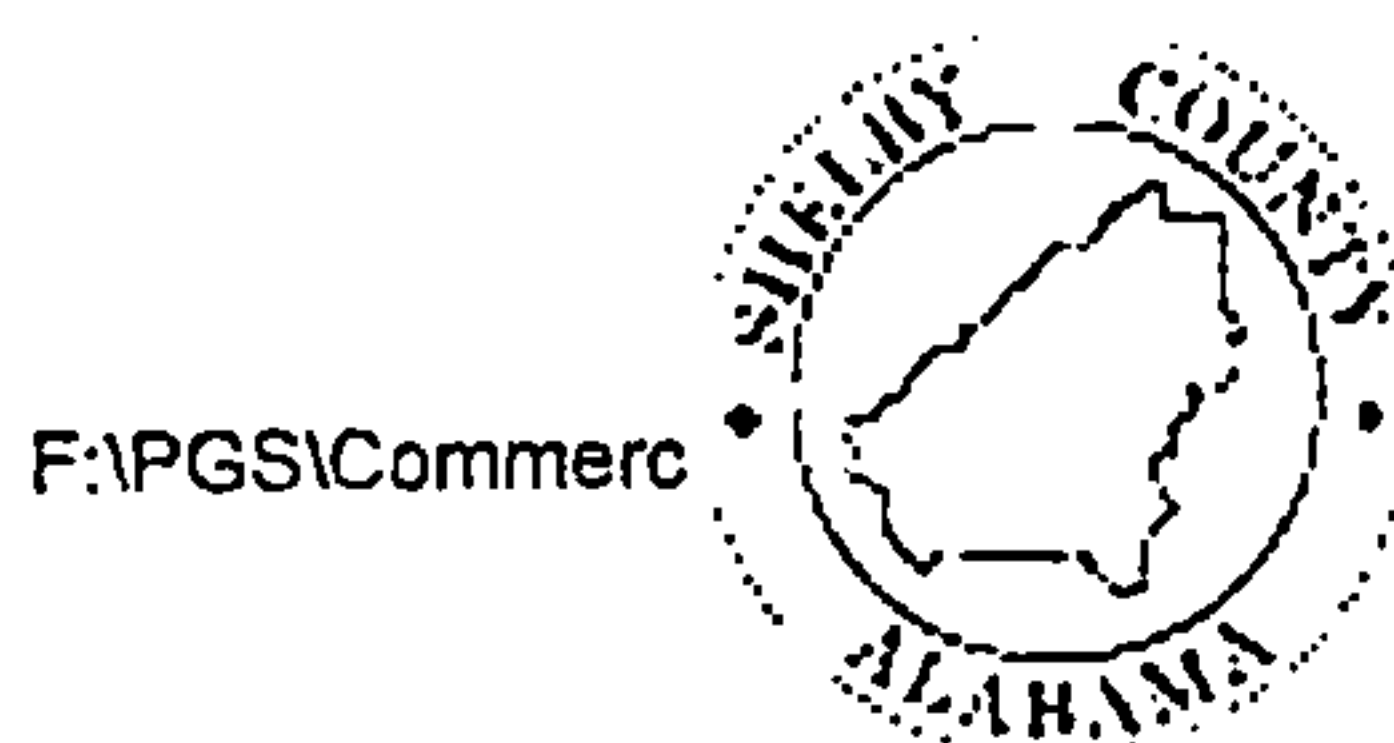
(e) plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Borrower's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and 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, accounts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, 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, deposits, bank accounts, general intangibles (including without limitation trademarks, trade names and symbols), permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Borrower with proceeds to satisfy the loan evidenced hereby 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 and products of the real and personal property, tangible and intangible, described herein.

All of the foregoing described collateral is exclusive of any 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 property are herein referred to as the "Property".



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
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Shelby County, AL
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