

LDS  
UCC  
PREF

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT  
FORM UCC-1 ALA.

AL-Shelby

Important: Read Instructions on Back Before Filling out Form.

ORDER FROM  
Register, Inc.  
11 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

57615

☐ The Debtor is a transmitting utility  
as defined in ALA CODE 7-9-105(n).

No. of Additional  
Sheets Presented: 10

This FINANCING STATEMENT is presented to a Filing Officer for  
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original acknowledgement to:

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Ellison, Rhonda M.  
9370 Highway 25  
Calera, AL 35040

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

The Money Store Investment Corporation  
P.O. Box 162247  
Sacramento, CA 95816-2247

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

All fixtures, now owned, or to be acquired, together with all increases to  
and replacements thereof. This security interest extends to any and all  
proceeds of the property described herein, including, but not limited to,  
chattel paper, documents, insurance proceeds, contract rights, and general  
intangibles now in force or hereafter acquired, relating to the above  
described collateral.

The above goods are to become fixtures on, the real property described on  
Exhibit A, attached hereto and this financing statement is to be filed for  
record in the real estate records. The name of the record owner is: Rhonda  
M. Ellison and Kenneth Ellison.  
TMSIC Loan #110370426

5A. Enter Code(s) From  
Back of Form That  
Best Describes The  
Collateral Covered  
By This Filing:

Check X if covered: ☐ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral  
(check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ already subject to a security interest in another jurisdiction when debtor's location changed  
to this state.  
☐ which is proceeds of the original collateral described above in which a security interest is  
perfected.  
☐ acquired after a change of name, identity or corporate structure of debtor  
☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:  
The initial indebtedness secured by this financing statement is \$ 338,000.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 1,148

8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross  
indexed in the real estate mortgage records (Describe real estate and if debtor does not have  
an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)  
(Required only if filed without debtor's Signature — see Box 6)

Signature(s) of Debtor(s)

Rhonda M. Ellison

Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

Inst # 2000-42593

10/23/2000-42593  
10/23 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
512.00  
006 CJ1

FILED WITH:

AL-Shelby County

**FIRST UNION**  
**SMALL BUSINESS CAPITAL**

October 5, 2000

Rhonda M. Ellison DVM  
 Rhonda M. Ellison, DVM DBA Calera Animal Clinic  
 9370 Highway 25  
 Calera, AL 35040

Re: Application for SBA 7(a) Loan Program Financing

Dear Rhonda M. Ellison DVM:

We are pleased to inform you that we have conditionally approved financing to Rhonda M. Ellison, DVM DBA Calera Animal Clinic and Kenneth Ellison, as Co-Borrowers in the amount of \$378,000.00 based upon the following terms and conditions. Lender would not make this loan under the proposed terms and conditions without participation of the U.S. Small Business Administration (SBA) and is contingent upon receiving a 75.0000% Guaranty from the SBA.

**Lender:** The Money Store Investment Corporation

**Amount of Loan:** \$378,000.00

**Use of Project Funds:**

Purpose	Lender	Borrower	Total
Land and Building Acquisition	\$150,000	\$0	\$150,000
Acquisition of Existing Business	\$195,000	\$0	\$195,000
Working Capital	\$20,000	\$0	\$20,000
SBA Guaranty Fees	\$8,000	\$873	\$8,673
Application Fee	\$0	\$1,000	\$1,000
Soft Costs	\$5,000	\$1,750	\$6,750
<b>SUB-TOTAL</b>	<b>\$378,000</b>	<b>\$3,423</b>	<b>\$381,423</b>
<b>TOTAL</b>	<b>\$378,000</b>	<b>\$3,423</b>	<b>\$381,423</b>
<b>(%)</b>	<b>99</b>	<b>1</b>	<b>100</b>

**Borrower Cash Contribution:**

Borrower is required to contribute \$3,423.00 toward total project costs. Borrower funds must be injected prior to disbursement of any loan funds.

**Collateral:**

Deed of Trust/Mortgage of First Priority on Borrower's Property located at 9370 Highway 25, Calera, AL 35040, subject to an lender obtained valuation reflecting a value of no less than \$150,000.00. If value is not supported by an lender obtained valuation, additional down payment and/or collateral may be required. RME (BORROWER'S INITIALS).

First Security Interest on: Machinery and Equipment, Furniture and Fixtures, Inventory, General Intangibles

Collateral Assignment of Life Insurance on Rhonda M. Ellison in the amount of \$378,000.00.

Collateral Assignment of Lessor's and Lessee's Interests on property located at 9370 Highway 25, Calera, AL 35040.



Commitment Letter  
Rhonda M. Ellison, DVM DBA Calera Animal Clinic and Kenneth Ellison, as Co-Borrowers  
October 5, 2000  
Page: 2 of 4

**Terms and Repayment:**

Fully amortizing monthly principal and interest installments for 16 years. Initial interest rate of prime, on the date SBA received the loan application, plus 2.500%, adjusted quarterly. The "Prime Rate" is the prime rate in effect on the first business day of the month in which a change occurs, as published in *The Wall Street Journal* on the next business day.

Borrower will be charged one interest-only installment from the date of disbursement through the last day of the month in which disbursement takes place.

**Fees:**

**Guaranty Fee.** SBA Guaranty fee in the amount of \$8,673.00.

**Packaging Fee.** If Lender prepares the SBA submission package for your application, a non-refundable fee in the amount of \$1,000.00 will be charged, due upon return of executed commitment letter.

All fees are rounded up to the next whole dollar and are not subject to change in the event of subsequent decreases in the loan amount.

**Valuation Deposit:**

A \$1,500.00 valuation deposit for pre-closing expenses will be required, due upon return of executed commitment letter.

Deposits are used to pay for services, costs and expenses associated with processing your appraisal and evaluation reports. The deposits do not cover title or closing costs which are your direct responsibility. Any unused deposits will be refunded within 3 business days after closing unless otherwise required by law.

**Borrower Direct Expenses:**

Borrower will be obligated to incur and pay directly all third party expenses associated with the processing and closing of this transaction, such as Lender closing counsel (where applicable; a good faith estimate for this transaction is \$3,000.00, which fee is based on an hourly rate), environmental assessments, title insurance, closing costs, and any other related expenses incurred by Lender in connection with this transaction.

**Prepayment Charge:**

None.

**Late Charge:**

Five percent of payment amount or \$100.00, whichever is greater, if received more than ten (10) days after due date, unless otherwise provided by applicable law.

**Occupancy**

Borrower must certify that it will occupy at least 51% of the total square footage of rentable property, and 100% of any renovated rentable property, at all times during the term of the loan.

**Loan Documentation:**

The Loan Documents will have additional terms and conditions customarily required by Lender which are not set forth in this commitment letter. The Loan Documents, upon closing of the loan, will be the sole evidence of Lender's agreement with Borrower upon all terms, and upon such closing, this letter will terminate in all respects.

**Redocumentation Fee:**

Any Borrower-initiated redocumentation of the loan transaction will result in an additional \$500.00 charge to reimburse Lender for internal costs and expenses associated with the redocumentation process.

Commitment Letter  
Rhonda M. Ellison, DVM DBA Calera Animal Clinic and Kenneth Ellison, as Co-Borrowers  
October 5, 2000  
Page: 3 of 4

The undersigned Borrower authorizes Lender and/or its agent, LEXIS DOCUMENT SERVICES, INC., a Delaware Corporation, to act as Borrower's attorney-in-fact for the limited purpose of executing Uniform Commercial Code financing statements and amendments thereto as Lender may require to perfect and maintain its security interest in the personal property collateral to be provided to support the loan contemplated by this letter.

### **Borrower Representations:**

By signing this letter Borrower agrees and represents that no promise, agreement or representation not specifically stated or set forth in this letter has been made to Borrower to induce Borrower to sign this letter.

**BORROWER ACKNOWLEDGES THAT BORROWER HAS BEEN ADVISED TO EMPLOY THE SERVICES OF AN ATTORNEY OF ITS CHOICE TO REPRESENT BORROWER'S INTERESTS AS THEY MAY DIFFER OR CONFLICT WITH LENDER'S INTERESTS. ANY ATTORNEY REPRESENTING LENDER IN THIS MATTER REPRESENTS ONLY LENDER'S INTERESTS.**

By signing this letter Borrower agrees not to enter into any other commercial loan agreements prior to closing without Lender's prior written consent. Borrower agrees the contents of this letter are confidential and cannot be shared with anyone beyond Borrower's CPA, attorney, employees, and agents directly involved in assisting Borrower with this loan application and compliance with its terms. Borrower further agrees to assemble and provide the information necessary to process Borrower's application in a timely manner as set forth in the Borrower Checklist, attached as Exhibit A and incorporated herein.

### **Conditional Commitment:**

This commitment is dependent upon satisfaction of all the conditions recited or referred to in this letter and upon receipt of the Guaranty by the SBA represented by an Authorization and Loan Agreement executed by the SBA, Lender, and the parties to the loan transaction. All terms and conditions of the SBA Authorization and Loan Agreement will be applicable to this transaction. Lender reserves the right to amend this commitment after review and approval of the Authorization and Loan Agreement, if necessary, to conform to the terms and conditions of the Authorization and Loan Agreement.

In the event unanticipated circumstances prevent the closing of your loan prior to the expiration date of the SBA Authorization and Loan Agreement and any extensions thereof, this conditional commitment will lapse pending receipt of updated financial information satisfactory to Lender and revised Authorization and Loan Agreement from the SBA.

If there are no material adverse changes in the business, principals, collateral or other proposed terms from the facts previously represented to us, this letter will serve as Lender's conditional commitment to lend funds. Loan closing must occur no later than January 3, 2001 or this approval and commitment will expire.

### **Acceptance of Commitment:**

This commitment may be accepted only by signing below where indicated and returning it to Lender along with your payment of all deposits, fees and costs currently required totaling \$2,500.00, all to be received by October 15, 2000 or this offer shall expire and be of no further force or effect.

If you have any questions, please feel free to call the undersigned or your Sales Representative. We appreciate the opportunity to assist you with your loan request and wish you continued success in your business.




Commitment Letter  
Rhonda M. Ellison, DVM DBA Calera Animal Clinic and Kenneth Ellison, as Co-Borrowers  
October 5, 2000  
Page: 4 of 4


Sincerely,

**THE MONEY STORE INVESTMENT CORPORATION**

By:   
Michele Akers, Authorized Signer

By:   
Kenneth Ferreira, Authorized Signer

I agree to the terms and conditions contained in this commitment letter.

 Date: 10/13/00  
Rhonda M. Ellison DVM

 Date: 10/13/00  
Kenneth V. Ellison

\*First Union Small Business Capital is comprised of The Money Store Investment Corporation (TMSIC), The Money Store Commercial Mortgage Inc. (TMSICMI) and The Money Store of New York, Inc., all subsidiaries of The Money Store, Inc. and First Union National Bank. Loan terms and conditions may vary based upon lending program, subsidiary and applicant qualification. Loans made by TMSIC and TMSICMI will be made pursuant to a Department of Corporations California Finance Lenders License. TMSIC and TMSICMI hold Arizona Licenses BK 7991 and BK 14330, respectively, and are Georgia Residential Mortgage Licensees. ©1999 First Union Corporation.



# FIRST AMERICAN TITLE INSURANCE COMPANY

## COMMITMENT

### SCHEDULE C

The land referred to in this Policy is described as follows:

A Parcel of land in the NE 1/4 of the NE 1/4 of Section 4, Township 24 North, Range 13 East, being part of the same land described in a deed to Lawler Specialties, Inc., recorded in Instrument #1992-0020153, of the Real Property Records of Shelby County, Alabama, said parcel of land being more particularly described as follows:

Commencing at a 1" pipe, found at the Northeast corner of said Section 4; thence South 1 degree, 46 minutes, 06 seconds East, along a line bearing 5 degrees, 04 minutes, 27 seconds to the West of the East line of said Section 4, a distance of 997.01 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165" on the North right-of-way of State Highway No. 25, and the Point of Beginning; thence South 62 degrees, 18 minutes, 43 seconds West, along said right-of-way a distance of 115.64 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence South 14 degrees, 54 minutes, 04 seconds East, a distance of 181.81 feet, to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence South 86 degrees, 01 minutes, 40 seconds East, a distance of 11.02 feet to a 3" pipe, found at a fence corner; thence North 1 degree, 46 minutes, 06 seconds West, a distance of 213.91 feet to the point of beginning.

Inst # 2000-42593

Issuing Office File No.: T-54614

Schedule C, Page 1

12/11/2000-42593  
10:23 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 C31 512.00