

20070220000078070 1/3 \$30.00
Shelby Cnty Judge of Probate, AL
02/20/2007 02:51:29PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Wells Fargo Bank, National Association
Commercial Mortgage Origination
MAC# A1094-093
45 Freemont Street - 9th Floor
San Francisco, CA 94105-2204
Attention: CMO Loan Administration
Loan No.: 41-0905495
MERS No.: 8000101-0000004581-4

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME — insert only one debtor name (1a or 1b) — do not abbreviate or combine names

1a. ORGANIZATION'S NAME Chelsea Properties, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 215 Lane Horse Road			CITY Columbia	STATE SC	POSTAL CODE 29223	COUNTRY USA
1d. TAX ID #: SSN OR EIN N/A		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION South Carolina	1g. ORGANIZATIONAL ID#, if any NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME — insert only one debtor name (2a or 2b) — do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID#: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) — insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Mortgage Electronic Registration Systems, Inc., as nominee for Wells Fargo Bank, National Association						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. Mailing Address P.O. Box 2300			City Flint	State MI	POSTAL CODE 48501-2300	country USA

4. This FINANCING STATEMENT covers the following types or items of property:

Please see attached Exhibit A for description of the Collateral, which includes but is not limited to collateral located on and/or related to that real property commonly known as Advance Auto-Chelsea, AL, located at 16462 Highway 280, Chelsea, Shelby County, Alabama 35043, and more particularly described on the attached Schedule 1.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)
[ADDITIONAL FEE] (optional)

☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Filed in the County of Shelby (State of Alabama)

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

CHELSEA PROPERTIES, LLC
a South Carolina limited liability company

Loan No. 41-0905495
(MERS MIN #: 8000101-0000004581-4)

EXHIBIT A
TO UCC-1 FINANCING STATEMENT

EXHIBIT A TO FINANCING STATEMENT
(Collateral Description)

1. **COLLATERAL DESCRIPTION.** This Financing Statement covers the following described personal property in which Debtor now or at any time hereafter has any interest ("Collateral"):

All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with or appropriated for use on the real property described on Schedule 1 attached hereto and incorporated by reference herein ("Property"); all rents, issues, deposits and profits of the Property (to the extent, if any, they are not subject to the Absolute Assignment of Rents and Leases contained in the Mortgage as defined below); all inventory, accounts, cash receipts, deposit accounts, impounds, accounts receivable, contract rights, general intangibles, software, chattel paper, instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the Property or any business now or hereafter conducted thereon by Debtor; all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party pursuant to any Loan Document; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof, including, without limitation, all "Impounds" as defined in the Mortgage; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing, and all books, records and files relating to any of the foregoing.

2. **INTERPRETATION.** The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of the Mortgage and Absolute Assignment of Rents and Leases and Security Agreement (and Fixture Filing) ("Mortgage") of even date herewith from Debtor to Secured Party with respect to any property described therein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Mortgage or the priority of Secured Party's lien created thereby, and this Financing Statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Mortgage must be filed in the UCC records in order to be effective against a particular class of persons, including, without limitation, the Federal Government or any subdivision or entity of the Federal Government. Capitalized terms not otherwise defined herein shall have the same meanings as in the Mortgage.



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Loan No. 41-0905495
(MERS MIN #: 8000101-0000004581-4)

SCHEDULE 1 TO EXHIBIT A TO FINANCING STATEMENT
(Description of Property)

Property Description. The Property referred to this Financing Statement is situated in Chelsea, Shelby County, Alabama and is described as follows:

Lot 2, according to the Survey of Chelsea Corners at Chesser Plantation as recorded in Map Book 36, page 83 in the Probate Office of Shelby County, Alabama.

Together with the easements and rights granted under that certain Declaration of Easements and Restrictions as recorded in Instrument 20060406000159360, as supplemented by that certain Supplement to Declaration of Easements and Restrictions as recorded in Instrument 20060406000159380.

Also together with the easements and rights granted under that Easement for Installation and Maintenance of Drainage Facilities and Utilities as recorded in Instrument 20060317000126520.

Tax Parcel ID No. 09-8-27-0-001-001.002