

20160422000133260 1/7 \$41.00  
Shelby Cnty Judge of Probate, AL  
04/22/2016 04:00:27 PM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>JL</b>
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>WILLIAM TERRY PICKREN DAVIS, PICKREN, SEYDELL &amp; SNEED, LLP 2300 MARQUIS TWO TOWER 285 PEACHTREE CENTER AVENUE NE ATLANTA, GEORGIA 30303</b>

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 <b>ELLISON MEMORIAL FUNERAL HOME, LLC</b>				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>P.O. BOX 2716</b>	CITY <b>CLANTON</b>	STATE <b>AL</b>	POSTAL CODE <b>35046</b>	COUNTRY <b>USA</b>

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 <b>LIVE OAK BANKING COMPANY</b>				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>1741 TIBURON DRIVE</b>	CITY <b>WILMINGTON</b>	STATE <b>NC</b>	POSTAL CODE <b>28403</b>	COUNTRY <b>USA</b>

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

**ALL THOSE ITEMS OF PROPERTY DESCRIBED IN SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF, INCLUDING BUT NOT LIMITED TO THOSE ITEMS OF PROPERTY WHICH MAY BE OR BECOME FIXTURES ATTACHED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

**FOR FURTHER STIPULATIONS SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.**

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5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**FILE IN THE SHELBY COUNTY, ALABAMA RECORDS**



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## 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

**ELLISON MEMORIAL FUNERAL HOME, 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

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:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART  
HEREOF.**

17. MISCELLANEOUS:



SCHEDULE 1

  
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DEBTOR: ELLISON MEMORIAL FUNERAL HOME, LLC

SECURED PARTY: LIVE OAK BANKING COMPANY

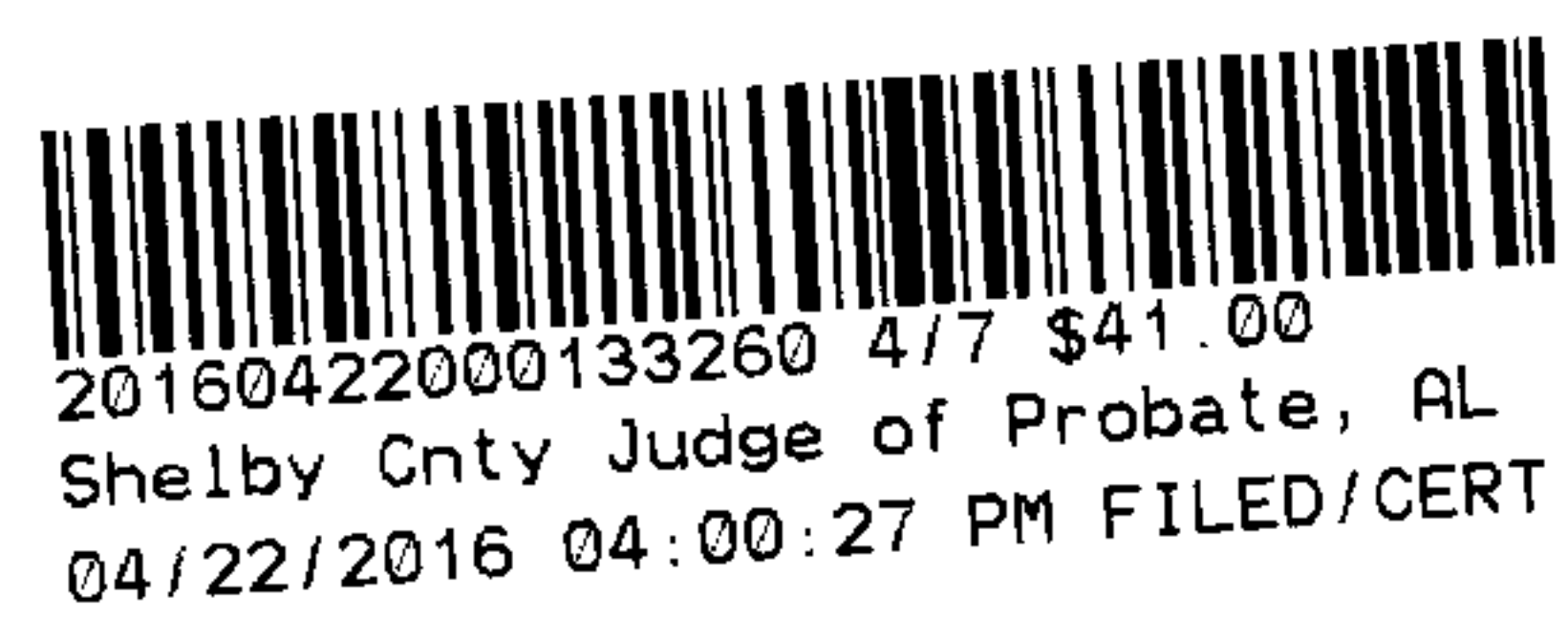
DESCRIPTION OF  
COLLATERAL:

All of the following property of the Debtor, whether now owned or hereafter acquired or arising, including without limitation, on the real property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof:

1. This Financing Statement covers:
  - (a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on that certain real property more particularly described in Exhibit "A" (hereinafter referred to as the "Land") and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plans, refrigerators, cooking apparatus and appurtenances, window screens, awning and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other fixtures of every kind and nature whatsoever now or hereafter owned by Debtor and 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, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Debtor in any such fixtures subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payment now or hereafter made by Debtor or on behalf of Debtor, any property acquired with cash proceeds of any of the fixtures described hereinabove; all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Land as between the parties hereto and all persons claiming by, through or under them. The location of the above-described collateral is also the location of the Land.
  - (b) 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, interest, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, 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, whether now owned or hereafter acquired by Debtor.

- (c) All income, rents, issues, profits and revenues of the Land from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Debtor or in a trust account, and escrow funds), 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.



**EXHIBIT "A"**  
**Legal Description**  
**8586 Alabama Highway, Calera, Alabama**

**PARCEL I: (Shelby County, Alabama)**

**A parcel of land situated in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama, previously described in Book 204, Page 519, of the Office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows:**

**Commence at the intersection of the South right of way line of Calera Montevallo Highway, also being Alabama Highway No. 25, with the East line of the Southwest Quarter of the Northwest Quarter of Section 4, also being the point of beginning; thence run South 89 degrees, 58 minutes, 08 seconds, West, 572.43 feet (550.00 deed) along said South right of way to the East line of property owned by Nash and Gwendolyn David (formerly Orval and Vera Jones); thence South 0 degrees, 15 minutes, 45 seconds, East 1601.51 feet (1600.00 deed) along said East property line and parallel to the East line of the Southwest Quarter of the Northwest Quarter; thence North 89 degrees, 58 minutes, 08 seconds, East, 572.43 feet (550.00 deed) to the East line of the Northwest Quarter of the Southwest Quarter of Section 4; thence North 0 degrees, 15 minutes, 45 seconds, West along said Quarter line, 1601.51 feet (1600.00 deed) to the point of beginning. Situated in Shelby County, Alabama.**

**Less and except any part of the foregoing property sold to the State of Alabama for highway purposes as recorded in Deed Book 146, Page 359 and Instrument #1992-24263, in the Probate Office of Shelby County, Alabama.**



  
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EXHIBIT "A"  
Legal Description  
1709 Lay Dam Road, Clanton, Alabama

**PARCEL II: (Chilton County, Alabama)**

**Begin at the intersection of the North line of the South 1/2 of the Southeast 1/4 of Section 24, Township 22 North, Range 14 East, Chilton County, Alabama, and the West right-of-way of Alabama Highway No. 145, and run along said highway South 02 degrees 12 minutes 39 seconds East 69.54 feet; thence leaving said road, North 84 degrees 05 minutes 40 seconds West 301.66 feet; thence North 84 degrees 03 minutes 21 seconds West 99.54 feet; thence South 01 degrees 00 minutes 36 seconds East 226.00 feet; thence South 01 degrees 04 minutes 33 seconds East 148.59 feet; thence North 84 degrees 42 minutes 26 seconds West 378.05 feet; thence North 03 degrees 38 minutes 51 seconds West 145.50 feet; thence North 00 degrees 54 minutes 06 seconds West 585.12 feet; thence South 85 degrees 22 minutes 00 seconds East 479.62 feet; thence South 85 degrees 21 minutes 31 seconds East 295.85 feet to the point of beginning. Situated in Chilton County, Alabama.**

  
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## EXHIBIT "B"

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Secured Party or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

