

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) John G. McCullough
B. E-MAIL CONTACT AT FILER (optional) jmccullough@mphlawfirm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) McCullough Payne & Haan, LLC 271 17th Street, NW, Suite 2200 Atlanta, Georgia 30363

20160527000182270 1/4 \$35.00
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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 Lwellen Realty, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 5499 US Highway 280	CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY

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 Ally Financial Inc.				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS PO Box 100049	CITY Duluth	STATE GA	POSTAL CODE 30096	COUNTRY

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

All of the property of Debtor described on Exhibit "B" attached hereto and made a part hereof. See Exhibit "A" attached hereto for a description of the real estate.

This financing statement is filed as a fixture filing and covers goods that are or are to become fixtures and is to be filed for record in the real property records. The Debtor is the record owner of the real estate.

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:	

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


Lwellen Realty, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)SUFFIX



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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.

17. MISCELLANEOUS:

EXHIBIT A
(Property Description)



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Parcel 1:

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of Section 5, Township 19 South, Range 1 West, being all of Lot 1BA, according to the Resurvey of Lot 1-B of Resurvey of Lot 1-A of Resurvey of Lot 1 B & S Subdivision, as recorded in Map Book 13, Page 143, in the Probate Office of Shelby County, Alabama, being more particularly describe as follows:

Begin at a found 5/8 inch rebar marking the Southwest corner of said Lot 1-BA, of said subdivision, said point also marking the Southeast corner of Lot 1-BB of said subdivision, said point lying on the Northern Right of Way of Champions Boulevard (60' R.O.W.); thence leaving said Right of Way run North 04 degrees 24 minute 00 seconds West along the East line of Lot 1-BB of said subdivision for a distance of 179.69 feet to a set 5/8 inch capped rebar stamped GSA; thence run North 88 degrees 23 minutes 09 seconds East for a distance of 364.91 feet to a set 5/8 inch capped rebar stamped GSA, said point marking the Northwest corner of Lot 1-C of said subdivision; thence run South 01 degrees 35 minutes 30 seconds East for a distance of 160.31 feet to a found capped rebar stamped LDW, said point lying on the Northern Right of Way of said Champions Boulevard, said point marking the Southwest corner of Lot 1-C of said subdivision, said point being on a curve to the left, said curve having a radius of 50.00 feet, a central angle of 42 degrees 30 minutes 00 seconds, a chord bearing of South 67 degrees 13 minutes 22 seconds West, and a chord distance of 36.24 feet; thence leaving said Lot line, run along the arc of said curve and along said Right of Way for a distance of 37.09 feet to a set 5/8 inch capped rebar stamped GSA, said point lying on the Northern Right of Way of said Champions Boulevard, said point being on a curve to the right, said curve having a radius if 25.00 feet, said curve having a central angle of 42 degrees 30 minutes 00 seconds, a chord bearing of South 67 degrees 13 minutes 22 seconds West, and a chord distance of 18.12 feet; thence run along the arc of said curve and along said Right of Way for a distance of 18.54 feet to a set 5/8 inch capped rebar stamped GSA; thence run South 88 degrees 28 minutes 22 seconds West along said Champions Boulevard Right of Way for a distance of 305.41 feet to the POINT OF BEGINNING. Said parcel contains 64,237 Square feet or 1.47 Acres more or less.

Parcel No. 09-3-05-0-001-035.000

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



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9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

LWELLEN REALTY, LLC

or

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

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EXHIBIT "B"

1. All fixtures, fittings, furnishings, appliances, apparatus, equipment, and machinery, including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air conditioning, plumbing, and heating fixtures, mirrors, mantles, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material, supplies and equipment now located on or hereafter delivered to the real property described on Exhibit "A" attached hereto and made a part hereof (the "Fee Property") and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the Fee Property and intended to be installed therein but only to the extent said personalty constitutes "fixtures" as provided for in the Alabama Commercial Code, Section 7-9A-102(a)(41); and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof and all of the estate, right, title and interest of the Debtor in and to all property of any nature whatsoever, now or hereafter situated on the Fee Property or intended to be used in connection with the operation thereof; all leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items, and all deposits made therefore; and

2. All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created of the Fee Property or personal property described in Paragraph 1, above, or any part thereof; and

3. To the extent provided in the Mortgage between the parties, all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Fee Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Fee Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets; and

4. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

5. All rights of Debtor in and to all tradenames, service marks, logos and goodwill now or hereafter used, reserved, or otherwise related to the Fee Property.