

201712280000462390 1/6 \$40.00 Shelby Cnty Judge of Probate: AL 12/28/2017 02:38:18 PM FILED/CERT

UCC FINANCING STATEMENT

A. NAME & PHONE OF CONTACT AT FILER (optional)
Heather Ward 205-254-1046

B. E-MAIL CONTACT AT FILER (optional)
hward@maynardcooper.com

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Heather E. Ward, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, Alabama 35203

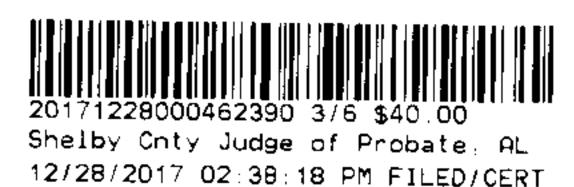
		THE ABOVE	SPACE IS FOR FILI	NG OFFICE USE ON	LY	
1. DE	BTOR'S NAME: Provide only <u>one</u> Debtor name (1a or 1b) (use exact, full name; of fit in line 1b, leave all of Item 1 blank, check here and provide the individual De	do not omit, modify or abbreviate any part obtor information in Item 10 of the Financin	of the Debtor's name); if a	any part of the individual I Form UCC1Ad)	Debtor's name will	
,,-	1a. ORGANIZATION'S NAME Elite Custom Services, LLC					
OR	16 INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL	L NAME(S) INITIAL(S)	SUFFIX	
	AILING ADDRESS 81 Silver Loop	CITY Columbiana	STATE AL	POSTAL CODE 35051	COUNTRY USA	
2. D	EBTOR'S NAME: Provide only <u>one</u> Debtor name (2a or 2b) (use exact, full name; tiff in line 2b, leave all of Item 2 blank, check here and provide the individual De	do not omit, modify or abbreviate any parabtor information in Item 10 of the Financir	t of the Debtor's name); if ng Statement Addendum (any part of the individual (Form UCC1Ad)	Debtor's name will	
	2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONA	ADDITIONAL NAME(S) INITIAL(S)		
2c M	AILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
3. S	ECURED PARTY'S NAME – (or NAME of ASSIGNEE of ASSIGNOR	SECURED PARTY) Provide only o	ne Secured Party nar	ne (3a or 3b)		
	3a. ORGANIZATION'S NAME Regions Bank					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONA	ADDITIONAL NAME(S) INITIAL(S)		
3c M	AILING ADDRESS 250 Riverchase Parkway, 3rd Floor	CITY Hoover	STATE AL	POSTAL CODE 35244	COUNTRY	
	DELATERAL: This financing statement covers the following collateral:	a a nart hereof				
	Schedule I and Exhibits A and B attached hereto and made		ty to Debtor made I	December 22 - 2017	for which	
reco	financing statement is filed as additional security to secure that ording tax has been paid simultaneously with recordation of that currently with the recording of this financing statement.	certain Accommodation Mortga	age which mortgage	e is being filed for re	ecord	
5. CI	neck <u>only</u> If applicable and check <u>only</u> one box: Collateral is held in a Trust (see	e UCC1Ad, Item 17 and instructions)	being administered by a	Decedent's Personal Rep	resentative	
6a.	Check <u>only</u> if applicable and check <u>only</u> one box: Public Finance Transaction Manufactured Home Transaction De		. Check <u>only if applicable</u> Agricultural Lien			
7. A	LTERNATIVE DESIGNATION (if applicable):	nsignee/Consignor Seller/Buyer	Bailee/Bailor	Licensee/Lice	ensor	
8. 0	PTIONAL FILER REFERENCE DATA led with Judge of Probate, Shelby County, Alabama; b) Project Name: I	Elite Custom Services, LLC / MCG F	ile #14909-0313; c) S	BA Loan #15423470	-01	
a) [TEU MILLI JUDGE OF FRODER, OHOLOY COUNTY FROM THE PARTY OF THE PARTY O		International Associat			

UCC FINANCING STATEMENT ADDENDUM Shelby Cnty Judge of Probate: AL 12/28/2017 02:38:18 PM FILED/CERT **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 Elite Custom Services, LLC 9b. INDIVIDUAL'S SURNAME OR FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIALS(S) 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 106 INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) COUNTRY POSTAL CODE STATE CITY 10c. MAILING ADDRESS 11. ADDITIONAL SECURED PARTY'S OR ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b) 11a ORGANIZATION'S NAME OR SUFFIX ADDITIONAL NAME(S)/INITIAL(S) FIRST PERSONAL NAME 11b INDIVIDUAL'S SURNAME COUNTRY POSTAL CODE STATE CITY 11c. MAILING ADDRESS 12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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
5 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 B.	See Exhibit A.

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)



SCHEDULE I

The Property covered by this financing statement includes all the Borrower's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Borrower, and whether now existing or hereafter incurred, created, arising or entered into:

All Inventory, Equipment, Accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, Deposit Accounts, Investment Property, money, other rights to payment and performance, and General Intangibles (including but not limited to all software and payment intangibles); all Fixtures; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any party of the foregoing property, all insurance refunds relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and date on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

Definitions

As used in this Schedule I the following terms shall have the respective meanings assigned to them as follows:

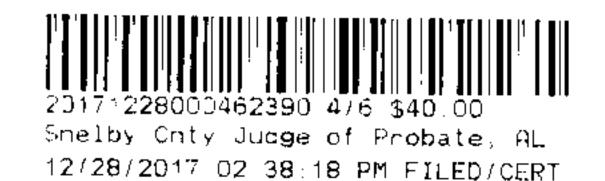
Account Debtor includes any buyer or lessee of Inventory from the Borrower, any customer for whom services are rendered or materials furnished by the Borrower, any other person obligated to the Borrower on an Account and all "account debtors" as defined in Article 9 of the UCC.

Accounts means any and all rights of the Borrower to the payment of money, whether or not evidenced by an instrument or chattel paper (tangible or electronic) or letter of credit and whether or not earned by performance, including a right to payment for goods sold, leased, or licensed or for services rendered by the Borrower, a right to any amount payable under a Contract or a monetary obligation and all "accounts" as defined in Article 9 of the UCC.

Borrower means the debtor(s) described in this Financing Statement.

Contracts means all Leases, licenses, requisitions, purchase orders, documents, instruments, letters of credit and chattel paper (tangible or electronic) of the Borrower, including any of the same that relate to any Equipment, Fixtures, Inventory, General Intangibles or other property described in the granting clauses set out in Section 2.1, or secure any Accounts, or in connection with which Accounts exist or may be created.

<u>Deposit Accounts</u> means all bank accounts and other deposit accounts and lock boxes of the Borrower, including any of the same established for the benefit of the Lender and all "deposit accounts" as defined in Article 9 of the UCC.



Equipment means all of the Borrower's equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements, all other goods (including embedded software to the extent provided for in Article 9 of the UCC) and tangible personal property of every kind and nature (other than Inventory and Fixtures), all improvements, additions, accessions and appurtenances thereto and all "equipment" as defined in Article 9 of the UCC.

<u>Fixtures</u> means all goods of the Borrower that become so related to particular real estate that an interest in them arises under real estate law, including any such goods affixed to the real estate described in <u>Exhibit A</u>.

General Intangibles means all choses in action, things in actions, causes of action and other assignable intangible property of the Borrower of every kind and nature (other than Accounts and Contracts), including corporate, partnership, limited liability company and other business records, good will, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, service marks, logos, copyrights, copyright applications, registrations, software, licenses, payment intangibles (to the extent not included in Accounts), permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter of credit or other security held by or granted to the Borrower to secure payment of Accounts and Contracts, and all "general intangibles" as defined in Article 9 of the UCC.

<u>Inventory</u> means all goods, merchandise and other personal property held by the Borrower for sale, lease or license furnished or to be furnished by the Borrower under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in the Borrower's present or any future business, and all such property returned to or repossessed or stopped in transit by the Borrower, whether in transit or in the constructive, actual or exclusive possession of the Borrower or of the Lender or held by the Borrower or any other person for the Lender's account and wherever the same may be located, including all such property that may now or hereafter be located on the premises of the Borrower or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties, and all "inventory" as defined in Article 9 of the UCC.

<u>Investment Property</u> means all of the Borrower's certificated and uncertificated securities, securities accounts and security entitlements, commodity accounts and commodity contracts and all "investment property" as defined in Article 8 and 9 of the UCC.

<u>Leases</u> means (1) all leases and use agreements of personal property entered into by the Borrower as lessor with other persons as lessees, and all rights of the Borrower under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code; and (2) all leases and use agreements of personal property entered into by the Borrower as lessee with other persons as lessor, and all rights, titles and interests of the Borrower thereunder, including the leasehold interest of the Borrower in such property and all options to purchase such property or to extend any such lease or agreement

Lender means the secured party described in this Financing Statement.

<u>Tangible Property</u> means all Equipment, Fixtures Inventory and other tangible personal property of the Borrower.

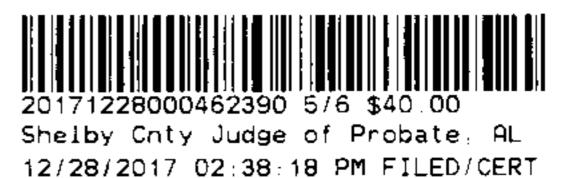


EXHIBIT A LEGAL DESCRIPTION

The NE 1/4 of the NW 1/4 of Section 5, Township 22 South, Range 1 East, less and except the following described lot:

Begin at the Southeast corner of the NE 1/4 of the NW 1/4 of Section 5, Township 22 South, Range 1 East; thence run North along the East line of said 1/4 - 1/4 section, a distance of 208.71 feet; thence turn an angle of 89 degrees 00 minutes 14 seconds to the left and run a distance of 208.71 feet; thence turn an angle of 90 degrees 59 minutes 46 seconds to the left and run a distance of 208.71 feet to the South line of said 1/4 - 1/4 section; thence turn an angle of 89 degrees 00 minutes 14 seconds to the left and run East along the South line of said 1/4 - 1/4 section a distance of 208.71 feet to the Point of Beginning, situated in Shelby County, Alabama.

EXHIBIT B

20171228000462390 6/6 \$40 00

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Source of Title: Instrument No. 20131209000474700

Record Owner: Eric Eugene Gruschow, also known as Eric Gruschow

Street Address: 81 Silver Loop, Columbiana, Shelby County, Alabama 35051

This document is prepared by:
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