



20171228000462390 1/6 \$40.00  
Shelby Cnty Judge of Probate, AL  
12/28/2017 02:38:18 PM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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 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)

|  |  |                           |                               |                             |
|--|--|---------------------------|-------------------------------|-----------------------------|
| OR   | 1a. ORGANIZATION'S NAME<br><b>Elite Custom Services, LLC</b> |                           |                               |                             |
|  | 1b. INDIVIDUAL'S SURNAME                                     | FIRST PERSONAL NAME       | ADDITIONAL NAME(S) INITIAL(S) | SUFFIX                      |
| 1c. MAILING ADDRESS<br><b>81 Silver Loop</b> |  | CITY<br><b>Columbiana</b> | STATE<br><b>AL</b>            | POSTAL CODE<br><b>35051</b> |
|  |  |                           | COUNTRY<br><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)

|                     |                          |                     |                               |             |
|---------------------|--------------------------|---------------------|-------------------------------|-------------|
| OR                  | 2a. ORGANIZATION'S NAME  |                     |                               |             |
|                     | 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)

|   |  |                       |                               |                             |
|---|--|-----------------------|-------------------------------|-----------------------------|
| OR  | 3a. ORGANIZATION'S NAME<br><b>Regions Bank</b> |                       |                               |                             |
|   | 3b. INDIVIDUAL'S SURNAME                       | FIRST PERSONAL NAME   | ADDITIONAL NAME(S) INITIAL(S) | SUFFIX                      |
| 3c. MAILING ADDRESS<br><b>250 Riverchase Parkway, 3rd Floor</b> |  | CITY<br><b>Hoover</b> | STATE<br><b>AL</b>            | POSTAL CODE<br><b>35244</b> |
|   |  |                       | COUNTRY<br><b>USA</b>         |                             |

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

**See Schedule I and Exhibits A and B attached hereto and made a part hereof.**

This financing statement is filed as additional security to secure that certain loan from Secured Party to Debtor made December 22, 2017 for which recording tax has been paid simultaneously with recordation of that certain Accommodation Mortgage which mortgage is being filed for record concurrently with the recording of this financing statement.

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 ☐ 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  
a) Filed with Judge of Probate, Shelby County, Alabama; b) Project Name: Elite Custom Services, LLC / MCG File #14909-0313; c) SBA Loan #15423470-01

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

04261978.2

**UCC FINANCING STATEMENT ADDENDUM**  
FOLLOW INSTRUCTIONS

  
20171228000462390 2/6 \$40.00  
Shelby Cnty Judge of Probate, AL  
12/28/2017 02:38:18 PM FILED/CERT

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

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(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

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S 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)

See Exhibit B.

16. Description of real estate:

See Exhibit A.

17. MISCELLANEOUS

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 part 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 data 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.

**Deposit Accounts** 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.

**Fixtures** 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 Exhibit A.

**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.

**Inventory** 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.

**Investment Property** 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.

**Leases** 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.

**Tangible Property** means all Equipment, Fixtures Inventory and other tangible personal property of the Borrower.




20171228000462390 5/6 \$40.00  
Shelby Cnty Judge of Probate, AL  
12/28/2017 02:38:18 PM FILED/CERT

**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  
Shelby Cnty Judge of Probate, AL  
12/28/2017 02:38:18 PM FILED/CERT

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:  
Heather E. Ward, Esq.  
MAYNARD, COOPER & GALE, P.C.  
1901 Sixth Ave. N. Suite 2400  
Birmingham, AL 35203  
(205) 254-1000