

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



20200601000218000 1/6 \$47.00  
Shelby Cnty Judge of Probate, AL  
06/01/2020 12:26:33 PM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>L. Talking Wolf</b>
B. E-MAIL CONTACT AT FILER (optional) <b>ltalkingwolf@balch.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>J. Corbitt Tate BALCH &amp; BINGHAM LLP P.O. Box 306 Birmingham, AL 35201</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>Mayer Properties II, LLC</b>				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>3405 4th Avenue South</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35222</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>Truist Bank</b>				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>P.O. Box 1290</b>	CITY <b>Whiteville</b>	STATE <b>NC</b>	POSTAL CODE <b>28472</b>	COUNTRY <b>USA</b>

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

**Some or all of that personal property, more particularly described on Exhibit A, which is or may become fixtures on the real property described on Exhibit B, attached hereto and made a part hereof.**

**4 pages attached (Exhibit A and Exhibit B)**

**Note: This financing statement is recorded as additional security for a mortgage recorded simultaneously herewith upon which recording taxes have been paid.**

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:

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

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

☐ 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:

**To be filed with the Judge of Probate of Houston and Shelby Counties, Alabama.**

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## UCC FINANCING STATEMENT ADDENDUM

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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

Mayer Properties II, 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):

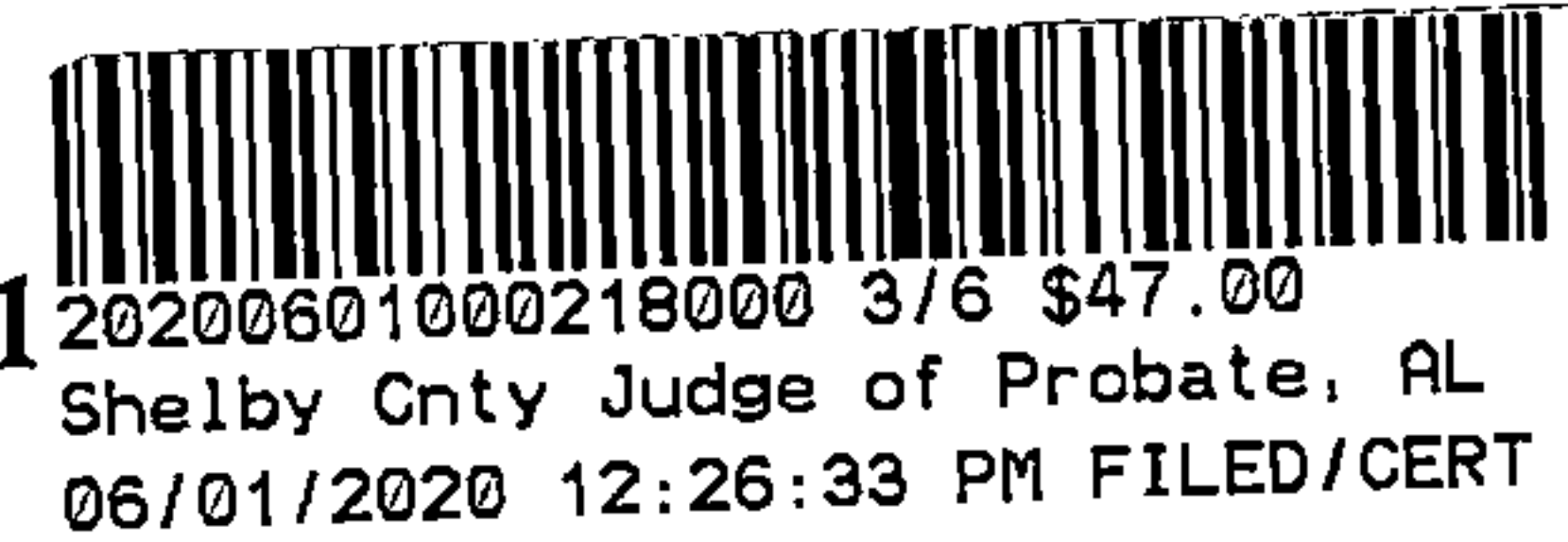
16. Description of real estate:

Real property described on Exhibit B, attached hereto and made a part hereof.

17. MISCELLANEOUS:



**Collateral Description**




All of Debtor's right, title and interest in, to and under the real property, having an address of 2158 Highway 31 South, Pelham, Alabama and 1390 Columbia Highway, Dothan, Alabama, and more particularly described on **Exhibit B**, attached hereto and incorporated herein by reference, situated in Shelby County and Houston County, Alabama, whether now owned or held or hereafter acquired by Debtor, (the "**Real Property**") together with (i) all buildings, structures and other improvements now or hereafter located on the Real Property or on any part or parcel of the Real Property (the "**Improvements**"); (ii) all tenements, hereditaments, easements and appurtenances belonging to the Real Property or in any way appertaining to the Real Property, now or hereafter belonging to or to be used in connection with the Real Property or on any part or parcel of the Real Property; (iii) all fixtures (including all trade, domestic and ornamental fixtures) now or hereafter on the Real Property or on any part or parcel of the Real Property or in or on any of the Improvements, whether actually or constructively attached or affixed, including, without limitation, all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, air-conditioning and heating, and sprinkling fixtures, and all screens, awnings and signs which are fixtures; (iv) all equipment, machinery, apparatus, fittings, furniture, furnishings and personal property of every kind or description whatsoever now or hereafter located on the Real Property or on any part or parcel of the Real Property or in or on any of the Improvements, and used in connection with the operation or maintenance of the Real Property or any of the Improvements, all accessions and additions to and replacements of the foregoing and all proceeds (direct and remote) of the foregoing, including, without limitation, all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, air-conditioning and heating, and sprinkling equipment and systems, and all screens, awnings and signs; (v) all rights in now existing and hereafter arising easements, rights of way, rights of access, water rights and courses, sewer rights, air rights, development rights and other rights relating to the Real Property or on any part or parcel of the Real Property or any of the Improvements; (vi) all as-extracted collateral including without limitation all gas, oil and mineral rights of every nature and kind, all timber-to-be-cut and all other rights now or hereafter located on the Real Property or under the Real Property or on or under any part or parcel of the Real Property, and all of Debtor's rights to or arising directly or indirectly out of all as-extracted collateral; (vii) all of Debtor's rights as a declarant or developer under any declaration of condominium, homeowners' association declaration, commercial property owner's association or similar organization or association documentation now or hereafter in effect with respect to the Real Property; (viii) all authorizations, licenses, permits, contracts, management agreements, franchise agreements, and occupancy and other certificates concerning the ownership, use and operation of the Real Property; (ix) all plans and specifications prepared for construction of the Improvements on the Real Property and all studies, data and drawings related thereto, together with all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements on the Real Property; (x) all leases, undertakings to lease, contracts to rent, and other agreements for use, occupancy or possession now or hereafter in force with respect to the Real Property or any part or parcel of the Real Property or any of the Improvements, any and all guaranties of the foregoing, and any and all other leases, occupancy agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Real Property or any part or parcel of the Real Property or any of the Improvements, whether written or oral and whether now or hereafter existing; (xi) all rents, issues, income, revenues and profits now



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or hereafter accruing from, and ~~all~~ accounts and contract rights now or hereafter arising in connection with, the Real Property or any part or parcel of the Real Property or any of the Improvements, including, without limitation, all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permitted or other obligee under any leases, whether paid in a lump sum or installments; (xii) all building materials, supplies, goods, machinery and equipment delivered to the Real Property and placed on the Real Property for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Real Property or any part or parcel of the Real Property or any of the Improvements, and all accessions and additions to and replacements of the foregoing and all proceeds (direct or remote) of the foregoing; (xiii) all payments, awards, judgments and settlements (including interest thereon) to which Debtor may be or become entitled as a result of the exercise of the right of eminent domain with respect to the Real Property or any part or parcel of the Real Property or any of the Improvements; (xiv) all policies of insurance which insure against loss or damage to any property described above and all proceeds from and payments under such policies; (xv) all franchises, names, tradenames, signs, marks and trademarks under which any business located on the Real Property is operated or known, but excluding any of the foregoing related to or owned by Mayer Electric Supply Company, Inc.; and (xvi) all substitutions, accessions, additions and replacements to any of the foregoing and all products and proceeds of any of the foregoing, or with respect to the Real Property (collectively the "Property").

20200601000218000 06/01/2020  
5/6 EXHIBIT B  
Real Property Description

  
20200601000218000 5/6 \$47.00  
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**TRACT A**

The following real property situated in Houston County, Alabama:

**PARCEL I:**

A lot or parcel of land in the City of Dothan, Houston County, Alabama, and being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 19, Township 3 North, Range 27 East; thence North 01 degrees 34 minutes 57 seconds East a distance of 618.14 feet to a set iron pin (SIP) and the POINT OF BEGINNING (P.O.B.); thence North 88 degrees 42 minutes 48 seconds West a distance of 262.83 feet to a set iron pin; thence North 00 degrees 05 minutes 49 seconds West a distance of 844.32 feet to a set iron pin on the South right of way of Columbia Highway (80' right of way); thence along said South right of way bearing South 75 degrees 25 minutes 00 seconds East a distance of 76.69 feet to a set iron pin; thence along said South right of way bearing S 81 degrees 43 minutes 50 seconds East a distance of 209.06 feet to a set iron pin; thence depart said South right of way bearing South 00 degrees 31 minutes 50 seconds West a distance of 283.60 feet to an existing iron pin (5/8" Pipe); thence South 01 degrees 34 minutes 57 seconds West a distance of 517.45 feet to the POINT OF BEGINNING. Said land being located in the Northwest 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 27 East.

**PARCEL II:**

Together with those beneficial rights as set out in Ingress-Egress Easement and Maintenance agreement recorded in Deed Book 690, Page 28.

Situated in Houston County, Alabama.

**TRACT B**

The following real property situated in Shelby County, Alabama:

Lots 5 and 6 Block 1, Part of Lot-1 Block 3 and part of vacated Sonya Lane according to the Eckmann Subdivision as recorded in Map Book 3, Page 144 in the Probate Office Shelby County, Alabama being more particularly described as follows:

Begin at the most Southerly corner of Lot 5 Block 1 of the Eckmann Subdivision; thence run in a Northwesterly direction along the Southwesterly line of Block One of said Eckmann Subdivision and its extension Northwesterly for a distance of 434.72 feet; thence turn an angle to the right of 89 degrees 59 minutes 5 seconds and run in a Northeasterly direction for a distance 202.21 feet to a point on the Southwesterly right of way line of U.S. Highway No. 31 South; thence turn an angle to the right of 90 degrees 0 minutes 57 seconds and run in a Southeasterly direction along the Southwesterly right of way line of U.S. Highway No. 31 South for a distance of 419.46 feet to the



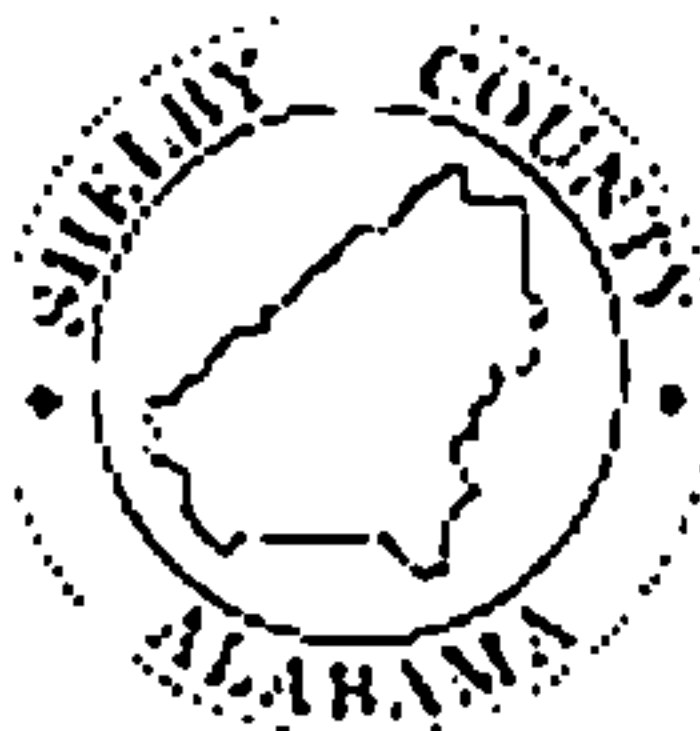


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Southeast corner of Lot 5 Block ~~6~~<sup>7</sup> Eckmann Subdivision; thence turn an angle to the right of 85 degrees 40 minutes 1 seconds and run in a Southwesterly direction along the Southeasterly line of said Lot 5 for a distance of 202.78 feet to the point of beginning.

Situated in Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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*Allen S. Bayl*