

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Doc Prep Dept. S. Leonard Loan # XXXXX61792 (10/22/20)</b>	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>VALLEY NATIONAL BANK Operations Center - West Coast- FL PO Box 17540 Clearwater, FL 33762</b>	

**20201028000489760  
10/28/2020 08:44:47 AM  
UCC1 1/4**

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

OR 1b. INDIVIDUAL'S SURNAME <b>Davis</b>	FIRST PERSONAL NAME <b>Jerome</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>P.</b>	SUFFIX
1c. MAILING ADDRESS <b>142 Linwood Rd.</b>	CITY <b>Sterrett</b>	STATE <b>AL</b>	POSTAL CODE <b>35147</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 <b>Davis</b>	FIRST PERSONAL NAME <b>Jerome</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>Paul</b>	SUFFIX
2c. MAILING ADDRESS <b>142 Linwood Rd.</b>	CITY <b>Sterrett</b>	STATE <b>AL</b>	POSTAL CODE <b>35147</b>
			COUNTRY <b>USA</b>

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

**VALLEY NATIONAL BANK**

OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>1100 Corporate Parkway, Meadow Brook Corporate Park</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35242</b>
			COUNTRY <b>USA</b>

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

All Fixtures, including but not limited to Exhibit "B" attached hereto; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds). The above goods are or are to become fixtures on the real estate described in Exhibit A attached hereto

The subject UCC is to be filed as additional security to Mortgage dated October 22, 2020 in the amount of \$110,966.24 as filed in Book \_\_\_\_\_, Page \_\_\_\_\_, Probate Office of Shelby County, AL.

**Inst #  
20201023000484660**

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-House 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

OR

9b. INDIVIDUAL'S SURNAME

Davis

FIRST PERSONAL NAME

Jerome

ADDITIONAL NAME(S)/INITIAL(S)

P.

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)

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest)

14. This FINANCING STATEMENT

☐ covers timber to be cut☐ covers as extracted collateral☒ is filed as a fixture filing

16. Description of real estate

Exhibit A.

17. MISCELLANEOUS:

**EXHIBIT A**

**PARCEL I:**

A part of the SW 1/4 of the NW 1/4 of Section 34, Township 19, Range 2 East, more particularly described as follows:

Commence at the SW corner of said SW 1/4 of NW 1/4 of said section and run thence in an Easterly direction along the Southern boundary of said 1/4 - 1/4 section a distance of 670.7 feet to a point; thence turn an angle of 90° to the left and run a distance of 15 feet to a point on the Northern boundary of Coosa Valley Academy Road for Point of Beginning of the lot herein described; run thence in an Easterly direction along the Northern boundary of said Coosa Valley Academy Road and parallel to the Southern boundary of said 1/4 - 1/4 section a distance of 220.0 feet to a point, which point is the Southwestern corner of the Malcolm B. Patterson and Tricia Patterson lot; thence turn to the left and run Northwesterly along the Western boundary of said Patterson lot a distance of 210 feet to a point; thence turn to the left and run Westerly parallel with the Southern boundary of said 1/4 - 1/4 section a distance of 200 feet to a point; thence turn to the left and run Southerly a distance of 210 feet, more or less, to point of beginning.

Less and except any part of subject property lying within a road right of way.

Situated in Shelby County, Alabama.

**PARCEL II:**

Commence at the Southeast corner of the SW 1/4 of Section 28, Township 19 South, Range 2 East and run North 29°00' West a distance of 519.50 feet; thence turn a angle of 11°33' to the right and run a distance of 944.80 feet to the Point of Beginning; thence turn an angle of 10°00' to the right and run a distance of 175.60 feet; thence turn an angle of 90°00' to the left and run a distance of 188.37 feet; thence turn an angle of 90°00' to the left and run a distance of 175.60 feet; thence turn an angle of 90°00' to the left and run a distance of 188.37 feet to the Point of Beginning; located in the East 1/2 of the SW 1/4 of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama.

**LESS AND EXCEPT:**

A parcel of land situated in the East 1/2 of the Southwest 1/4 of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama; described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama; thence run Westerly along the North line of said 1/4 - 1/4 for a distance of 522.10 feet to the Westerly right of way of Brumbaugh Drive; thence turn an angle to the right of 77°47'28" along said right of way for a distance of 33.11 feet to the Point of Beginning; thence turn an angle to the left of 03°09'13" and continue along said right of way for a distance of 29.74 feet; thence turn an angle to the left of 89°17'35" and leaving said right of way for a distance of 132.61 feet; thence turn an angle to the right of 46°07'24" for a distance of 7.21 feet; thence turn an angle to the left of 46°07'24" for a distance of 49.67 feet; thence turn an angle to the left of 91°03'20" for a distance of 27.86 feet; thence turn an angle to the left of 86°46'38" for a distance of 187.26 feet to the Point of Beginning.

## EXHIBIT "B"

All rights, title and interest of Borrower/Mortgagor in and to the materials, soil, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property described in Exhibit "A" (herein referred to as "Property") or under or above the same or any part or parcel thereof.

Together with and singular the tenements, hereditaments, easements, riparian and littoral rights, and appurtenances thereunto belonging or in any wise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and

Together with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property now or hereafter located in, upon or under said real property or any part thereof and used or usable in connection with any present or future operation of said real property and now owned or hereafter acquired by Mortgagor, including but without the generality of the foregoing, all heating, air-conditioning, lighting, laundry, incineration and power equipment, plumbing, lifting, cleaning, fire prevention, ventilating and communications apparatus; boilers, ranges, furnaces, appliances, elevators, escalators, shades and awnings, screens, storm doors and windows, stored wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies; together with all building materials and equipment now or hereafter delivered to the real property and intended to be installed therein, including but not limited to, lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof; and

Together with all of the right, title and interest of the Mortgagor in and to trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of the mortgaged premises, or of any business or endeavor located on the real property described hereinbefore; and

Together with all of the water, sanitary and storm sewer systems now or hereafter owned by the Mortgagor which are now or hereafter located by, over, and upon the real property hereinabove described, or any part or parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances; and

Together with all paving for streets, roads, walkways or entryways or hereafter owned by Mortgagor which are now or hereafter located on the real property hereinbefore described or any part or parcel thereof; and

Together with Mortgagor's interest as lessor in and to all leases of the real property hereinbefore described, or any part or parcel thereof, heretofore made and entered into, and to all leases hereafter made and entered into by Mortgagor during the life of this mortgage or any extension or renewal hereof, together with any and all guarantees thereof and including all present and future security deposits and advance rentals reserving to Mortgagor its equity of redemption rights therein provided, and hereby intending that in case of foreclosure sale, the lessor's interest in any such leases then in force shall, upon expiration of Mortgagor's right of redemption, pass to the purchaser at such sale as a part of the mortgaged premises, subject to election by the purchase to terminate or enforce any of such leases hereafter made; and

Together with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise or the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the real property hereinbefore described, or any part or parcel thereof; and

Together with all of the right, title and interest of the Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this mortgage, and all proceeds or any sums payable for the loss of or damage to (a) any real personal property encumbered hereby, or (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on the real property hereinbefore described, or any part or parcel thereof.

Products and proceeds of collateral are covered as provided in § 7 – 9(a) – 203 and § 7 – 9(a) – 315 of the Code of Alabama.

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Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/28/2020 08:44:47 AM  
\$43.00 CHERRY  
20201028000489760

*Allen S. Bayl*