

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Jack P. Russell 205-324-4400
B. E-MAIL CONTACT AT FILER (optional) jrussell@handfirm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"> <p>Jack P. Russell Hand Arendall Harrison Sale, LLC 1801 5th Avenue North, Suite 400 Birmingham, Alabama 35203</p> </div>

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 Houndstooth Properties, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 200 Business Centre Drive, Suite F		CITY Miramar Beach	STATE FL	POSTAL CODE 32550
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 Progress Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 35008 Emerald Coast Parkway		CITY Destin	STATE FL	POSTAL CODE 32541
COUNTRY				

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

Please see the attached Exhibit A and B.

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 A 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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

EXHIBIT "A"

**to UCC Financing Statement with Houndstooth Property, LLC, as Debtor
and Progress Bank, as Secured Party or Lender**

A. Houndstooth Property, LLC (the "Mortgagor"), has granted to Secured Party, Progress Bank, and its successors and assigns, with power of sale, the following described land, leasehold, real estate, estates, buildings, improvements, fixtures, furniture, and personal property together with any additional such property in the possession of the Secured Party or hereafter acquired by Debtor and subject to the lien of that certain Mortgage, securing the original principal amount of \$1,440,000.00, dated December 23, 2020, from the Debtor to the Secured Party (collectively, the "Premises"):

(a) All of Mortgagor's right, title, and interest, to property located in Shelby County, Alabama described in **Exhibit B** attached hereto and by this reference incorporated herein and made a part hereof (the "Land");

(b) All of Mortgagor's right, title, and interest to all buildings, structures, and other improvements now or hereafter constructed, erected, installed, placed or situated upon the Land (collectively, the "Improvements"), and all materials intended for construction, reconstruction, alteration and repairs of the Improvements now or hereafter erected, all of which materials shall be deemed to be included with the Improvements immediately upon the delivery thereof to the Land;

(c) All right, title and interest of Mortgagor now owned or hereafter acquired, including, without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to (i) any land lying within the right-of-way of any street, avenue, way, passage, highway, or alley, open or proposed, vacated or otherwise, adjoining the Land; (ii) any and all alleys, sidewalks, streets, avenues, strips and gores of land adjacent, belonging or appertaining to the Land and Improvements; (iii) all rights of ingress and egress to and from the Land and all adjoining property; (iv) storm and sanitary sewer, water, gas, electric, railway, telephone, and all other utility services relating to the Land and Improvements; (v) all land use, zoning, developmental rights and approvals, all air rights, water, water rights, water stock, gas, oil, minerals, coal, and other substances of any kind or character underlying or relating to the Land or any part thereof; and (vi) each and all of the tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances, and privileges relating to the Land or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity (collectively, the "Appurtenances");

(d) All leases, tenancies, licenses, subleases, assignments and/or rental or occupancy agreements and other agreements or arrangements (including, without limitation, any and all guarantees of any of the foregoing) heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises and the Improvements, including any extensions, renewals, modifications or amendments thereof (collectively, the "Leases") and all rents, rent

equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payment and consideration of whatever form or nature received by or paid to or for the account of or benefit of Mortgagor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including, without limitation, all hotel receipts, revenues and credit card receipts collected from guest rooms, restaurants, bars (including, without limitation, service charges for employees and staff), mini-bars, meeting rooms, banquet rooms, apartments, parking, and recreational facilities, health club membership fees, food and beverage wholesale and retail sales, service charges, convention services, special events, audio-visual services, boat cruises, travel agency fees, telephone charges, laundry services, vending machines and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the possession, use and occupancy of all or any portion of the Premises and the Improvements or personalty located thereon, or rendering of services by Mortgagor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space, and charges for services such as room service, telecommunication and video, electronic mail, internet connection and other communications and entertainment services), license, lease, sublease and concession fees and rentals, and proceeds, if any, from business interruption or other loss of income insurance and any other items of revenue which would be included in operating revenues under the Uniform System of Accounts for Lodging Industry, current edition (the "Rents"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the debt; subject, however, to the right power, and authority (the "License") granted Mortgagor in the Assignment of Leases and Rents executed by Mortgagor and in favor Trustmark herewith to collect and apply the Rents as provided therein;

(e) All building service, building maintenance, construction, development, management, franchise, indemnity and other similar agreements and contracts, written or oral, express or implied, now or hereafter entered into, arising or in any manner related to the construction, design, improvement, use, operation, ownership, occupation, enjoyment, sale, conversion or other disposition (voluntary or involuntary) of the Land, or the Improvements, or any other interest in the Land, or any combination thereof, including, without limitation, all property management agreements, franchise agreements, so-called "patronage" agreements, agreements relating to the collection of receivables or use of customer lists, all bookings and reservations for space or facilities within the Improvements or other information, sales contracts, purchase options, option agreements, rights of first refusal, contract deposits, earnest money deposits, prepaid items and payments due and to become due thereunder, and further including all payment and performance bonds, construction guaranties, warranties and other undertakings,

construction contracts, subcontracts, architect's agreements, general contract agreements, design agreements, engineering agreements, technical service agreements, architectural plans and specifications, drawings, surveys, renderings and models, sewer and water and other utility agreements, permits, approvals, licenses, liquor licenses, agreements, contracts, building permits, service contracts, maintenance contracts, advertising contracts, purchase orders and equipment leases, personal property leases, tradenames, trademarks, servicemarks and logos, and all goodwill symbolized thereby or pertaining thereto and all causes of action relating thereto (collectively, the "Contracts");

(f) All general intangibles of Mortgagor, including, without limitation, goodwill, trademarks, trade names, option rights, permits, licenses, insurance policies and proceeds therefrom, rights of action, and books and records relating to the Land or Improvements (collectively, the "Intangible Personal Property");

(g) All right, title and interest of the Mortgagor in and to all fixtures, equipment and tangible personal property of every kind, nature or description attached or affixed to or situated upon or within the Land or Improvements, or both, provided the same are used, usable, or intended to be used for or in connection with any present or future use, occupation, operation, maintenance, management or enjoyment of the Land or Improvements, including, but not limited to, all vehicles, books, gas and electric fixtures, radiators, heaters, furnaces, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, commodes, basins, pipes, faucets and other plumbing, heating and air conditioning equipment, mirrors, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, floor coverings, furniture, light fixtures, signs, lawn equipment, water heaters, cooking apparatus and appurtenances, china, glassware, tableware, uniforms, linen, guest ledgers, books, vehicles, telephone systems, televisions and television systems, computer systems, and all other fixtures and equipment now or hereafter owned by Mortgagor and located in, on or about, and used or intended to be used primarily with or in connection with the use, operation, or enjoyment of the Land or the Improvements, whether installed in such a way as to become a part thereof or not, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing and all the right, title and interest of Mortgagor in and to any of the foregoing now owned or hereafter acquired by Mortgagor, all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a part of the Improvements as between the parties hereto and all persons claiming by, through or under them (collectively, the "Tangible Personal Property");

(h) All proceeds of the conversion, voluntary or involuntary, of any of the Premises into cash or other liquidated claims, or that are otherwise payable for injury to, or the taking or requisitioning of the Premises, including all insurance and condemnation proceeds as provided in this Mortgage (collectively, the "Proceeds");

(i) All present and future funds, deposit accounts, accounts, instruments, accounts receivable, documents, policies of insurance, causes of action, claims, general intangibles, including, without limitation, all names by which the Land or the Improvements may be operated or known, all rights to carry on business under such

names, all telephone numbers or listings, all rights, interest and privileges which Mortgagor have or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Land or the Improvements, and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Land or the Improvements and all customer lists, other lists, and business information relating in any way to the Land, the Improvements or the use thereof, whether now owned or hereafter acquired;

(j) All of the Mortgagor's right, power, or privilege to further hypothecate or encumber all or any portion of the property, rights and interests described in this Article Two as security for any debt or obligation; it being intended by this provision to divest the Mortgagor of the right, power and privilege to hypothecate or encumber, or to grant a Mortgage upon or security interest in any of the property hypothecated in or encumbered by this Mortgage as security for the payment of any debt or performance of any obligation without Trustmark's prior written consent (the "Right to Encumber");

(k) All other property, rights, interests, or claims of every name, kind, character or nature, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Land and Improvements and all other property, rights, interests, estates or claims of any name, kind, character or nature or properties now owned or hereafter acquired in the other properties and interests comprising the Premises ("Other Rights and Interests"); and

(l) All proceeds, products, substitutions and accessions of the foregoing of every type.

EXHIBIT "B"

**to UCC Financing Statement with Houndstooth Properties, LLC, as Debtor
and Progress Bank, as Secured Party or Lender**

Lot 2 according to the Map of the Valleydale Professional Park, as recorded in Map Book 28, Page 15, in the Probate Office of Shelby County, Alabama,

LESS AND EXCEPT

That tract of land conveyed unto Shelby County for a Right-of-Way related to Valleydale Road more particularly described as follows:

Commencing at the SW corner of the NW 1/4 of the NE 1/4 of Section 11, Township 19 South, Range 2 West, run thence N 00°38'37" W a distance of 109.60 feet, more or less, run thence N 89°20'36" E a distance of 386.54 feet, more or less, to a point on the northwest right of way line of Valleydale Rd. and being the Point of Beginning; run thence along the grantor's property line N 44°23'19" W a distance of 2.47 feet, more or less, to a point on the grantor's property line; run thence along the acquired right of way line N 45°25'30" E a distance of 6.24 feet, more or less, to a point on the acquired right of way line offset 45 feet, more or less, to the left of the proposed centerline of Valleydale Rd. at a station of 205+55.25; run thence along the acquired right of way line N 23°07'48" E a distance of 118.62 feet, more or less, to a point offset 90 feet, more or less, to the left of the proposed centerline of Valleydale Rd. at a station of 206+65.00; run thence along the acquired right of way line N 45°25'30" E a distance of 21.60 feet, more or less, to a point on the grantor's property line; run thence S 44°15'34" E a distance of 48.59 feet, more or less, to a point on the northwest right of way line of Valleydale Rd.; run thence long the northwest right of way line of Valleydale Rd. S 45°53'32" W a distance of 137.33 feet, more or less, to the Point of Beginning; Containing 0.088 acres, more or less.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/29/2020 03:27:33 PM
\$47.00 CHARITY
20201229000597590

Allen S. Bayl