

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Richard A. Wright (251) 439-7573
B. E-MAIL CONTACT AT FILER (optional) rwright@joneswalker.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Jones Walker LLP Attn: Richard Wright RSA Battle House Tower 11 N. Water Street, Suite 1200 Mobile, AL 36602

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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 Valor Communities, LLC				
OR 1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY USA

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 or ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME BankPlus				
OR 3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c MAILING ADDRESS 1200 Eastover Dr., Suite 200	CITY Jackson	STATE MS	POSTAL CODE 39211	COUNTRY USA

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

All property of the Debtor described on Exhibit A hereto, (which Exhibit A is incorporated herein by reference) now existing or hereunder acquired, which property is related to, located upon, to be delivered to, or to be utilized in connection with the real property mortgaged to secured party in Madison, Shelby and Jefferson Counties, Alabama.

See Attached Exhibit A

5. Check <u>only</u> if applicable and check <u>only</u> one box. Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing	6b. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailor/Bailor ☐ Licensee/Licensor
7. ALTERNATIVE DESIGNATION (if applicable):	
8. OPTIONAL FILER REFERENCE DATA: Alabama Secretary of State -Real Estate	

Debtor: Valor Communities, LLC
Secured Party: BankPlus, a Mississippi banking corporation

Exhibit A

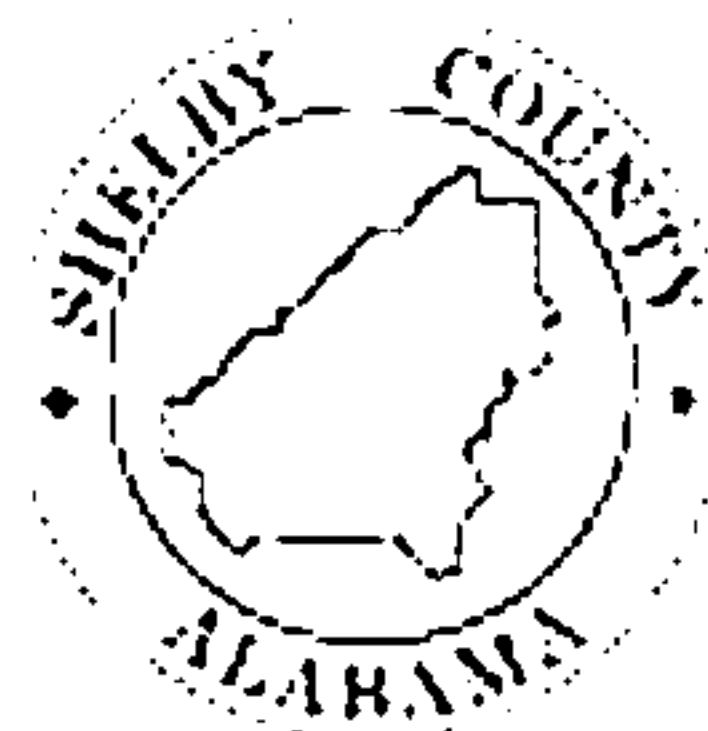
- (a) All buildings, structures, driveways and other improvements now or hereafter located on the Land, or any part thereof; and
- (b) All rights-of-way, streets, alleys, passages, riparian and littoral rights, waters, water courses, sewer rights, rights, liberties, privileges, tenements, hereditaments, easements, and appurtenances thereunto belonging or in anyway appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from the Land and all adjoining property (whether such rights now exist or subsequently arise), together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and
- (c) All machinery, apparatus, equipment, fittings, inventory, goods and fixtures, whether actually or constructively attached to the Land, and all building materials of every kind and nature, and all trade, domestic, and ornamental fixtures and all personal property now or hereafter located in, upon, over, or under the Land or any part thereof on or off-site benefiting the Land and used or usable or intended to be used in connection with any present, or future operation of the Land, including, but without limiting the generality of the foregoing: all heating, air-conditioning, lighting, incinerating, and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus; all boilers, furnaces, oil burners, vacuum cleaning systems, elevators, and escalators; all built-in stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs and carpets; laundry equipment; together with all contract rights to acquire any of the foregoing and all deposits and payments made under contracts for the acquisition of same; together with any and all funds that Mortgagor (or any of them) may now and in the future have on deposit with Mortgagee at any Mortgagee location or branch or in certificates of deposit or other deposit accounts as to which Mortgagor (or any of them) is an account holder; together with all accounts, general intangibles, chattel paper, instruments, judgments, claims, commercial tort claims and choses in action arising from or related to the Land and improvements thereon; together with all additions and accessions thereto and replacements thereof and proceeds therefrom (Mortgagor hereby agreeing with respect to all additions, accessions, replacements and proceeds to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm and perfect the conveyance, transfer and assignment of any and all of the foregoing); and
- (d) All leases, rents, issues, profits, royalties, income and other benefits derived from the Land and the improvements thereon (collectively the “Rents”), subject to the right, power and authority hereinafter given to Mortgagor to collect and apply such Rents, and the proceeds from any insurance or condemnation award relating to the Land and the improvements thereon; and
- (e) All insurance policies and proceeds and all condemnation proceeds, awards, damages and claims relating to or derived from the property described above; and

- (f) All licenses, permits, approvals, certificates and agreements with or from all boards, agencies, departments, governmental or otherwise, relating directly or indirectly to the lease, use, construction, operation and maintenance of all or any portion of the Land or improvements thereon, whether heretofore or hereafter issued or executed, including without limitation all building permits, stormwater permits, water distribution permits, Highway Department permits, sewage collection system permits, utility service agreements, approvals, environmental and wet lands permits and concurrency approvals and permits; and
- (g) All contracts, subcontracts, agreements, service agreements, warranties, purchase orders, plans (subject to collateral assignment of house plans to other lenders as well), specifications, drawings, surveys, reports, and specifications that have heretofore been or will hereinafter be executed or prepared by or on behalf of the Mortgagor, or that have been assigned to the Mortgagor, in connection with the lease, use, operation and maintenance of all or any portion of the Land, or the construction or development of improvements on all or any portion of the Land, including without limitation all contracts with general contractors, subcontractors, material suppliers, laborers, architects, engineers and surveyors; and
- (h) All contracts, purchase contracts, and agreements that have heretofore been or will hereafter be executed by or on behalf of the Mortgagor in connection with the sale, transfer, conveyance, or lease of any lot or portion of all or any portion of the Land and/or improvements thereon, together with deposits and letters of credit issued to Mortgagor, security or otherwise, paid to Mortgagor in connection therewith and together with all monies to be paid to Mortgagor in connection therewith, together with all proceeds thereof; and
- (i) All Unit (as defined in the Loan Agreement) sales contracts, documents, instruments, covenants, restrictions, declarations, property owner association documents, property owner associations articles of incorporation and by-laws which have heretofore been or will hereafter be executed by or on behalf of the Mortgagor or which have been assigned to the Mortgagor in connection with the use, operation, maintenance or development of all or any portion of the Land or the improvements thereon or which benefit the Mortgagor or all or any portion of the Land or the improvements thereon. (This subparagraph (i) and subparagraphs (f), (g), (h) above, together with any changes, extensions, revisions, modifications, or guarantees of performance thereof, collectively herein the "**Contract Documents**"); and
- (j) All proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

LEGAL DESCRIPTION

File No.: 44444-21-0286

Lot 161, 162, 163, 164, 165, 166, according to the Final Plat of Townside Square, Sector One, as recorded in Map Book 38, Page 120, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/20/2021 03:27:00 PM
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Allie S. Bayl