

20210504000221640  
05/04/2021 12:20:31 PM  
UCC1 1/4

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Rodney Berry, People's Bank of Alabama 205.438.7166</b>
B. E-MAIL CONTACT AT FILER (optional) <b>rberry@peoplesbankal.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Peoples Bank of Alabama Attn: Rodney Berry 1912 Cherokee Ave SW Cullman, AL 35055</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>HCI Pelham Cabin, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>3075 Healthy Way</b>	CITY <b>Vestavia Hills</b>	STATE <b>AL</b>	POSTAL CODE <b>35243</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>PEOPLES BANK OF ALABAMA</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>1912 Cherokee Ave. SW</b>	CITY <b>Cullman</b>	STATE <b>AL</b>	POSTAL CODE <b>35055</b>	COUNTRY <b>USA</b>

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

All of Debtor's right and interest in Rents and Leases of the real property known as 2000 Oak Mountain State Park Road, Pelham, AL 35124.

See Attached Exhibit A & B

Mortgage Instrument No. 20210129000050140

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-Home 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:				

EXHIBIT A

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the Land described on Exhibit "A" or any improvements, buildings, structures and fixtures, including but not limited to all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Grantor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Real Property and now or hereafter located thereon and all proceeds from a permitted sale of any of the foregoing and all building materials and supplies of every kind now or hereafter placed or located on the Real Property (collectively, the "Improvements") all of which are hereby declared and shall be deemed to be fixtures and accession to the Real Property and a part of the Real Property (the Land and the Improvements being hereinafter sometimes together called the "Real Property") with respect to which the Grantor is the lessor or sublessor, including any leases now existing (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Grantor of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Grantor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Grantor for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Grantor may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements, all such moneys, rights and claims described in this Section 2.1(c) being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default exists, the Grantor shall have the right under a license granted hereby to collect, receive and retain the Rents, but no Rents shall be collected in advance of the due date thereof; and



(d) any award, dividend or other payment made hereafter to the Grantor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Grantor hereby appoints the Lender as the Grantor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

(e) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises including all extensions, additions, improvements, betterments, renewals and replacements, substitutions or proceeds from a permitted sale of any of the foregoing and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively, the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement to be filed simultaneously herewith (the "Mortgage")

**EXHIBIT B**

**Legal Description**

All that tract or parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 31, Township 19 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at a 3" capped iron found at the purported Southeast corner of Section 31, Township 19 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, thence run N 88°19'53" W along the south boundary line of said Section 31, for a distance of 635.92 feet to a capped rebar found (PLS 8759) at the westerly right-of-way line of I-65 (right-of-way width varies), thence continue N 88°19' 53" W along said south line, for a distance of 217.27 feet; thence leaving said south line, run N 31°10'56" W for a distance of 306.62 feet to an open top iron found at the southerly right-of-way line of Amphitheater Road (right-of-way width 60.00 feet), said point also being the Point of Curvature of a curve to the right, having a radius of 634.30 feet, a central angle of 13°18'04", a chord length of 146.92 feet and a chord bearing of S 73°55'20" E; thence continue along the arc of said curve and said right-of-way line, for a distance of 147.25 feet to the westerly right-of-way line of I-65 (right-of-way width varies), thence run S 24°48'50" W along the westerly right-of-way line of I-65, for a distance of 5.91 feet to a right-of-way monument found; thence run S 62°37'00" E along said right-of-way line, for a distance of 209.41 feet to a right-of-way monument found; thence run S 29°13'36" E along said right-of-way line, for a distance of 122.81 feet to a right-of-way monument found; thence run S 24°25'49" W along said right-of-way line, for a distance of 20.97 feet to the POINT OF BEGINNING.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/04/2021 12:20:31 PM  
\$43.00 JOANN  
20210504000221640

*Allen S. Bayl*