

20210617000297470 1/4 \$43.00
Shelby Cnty Judge of Probate, AL
06/17/2021 04:13:27 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) W. Eric Pitts
B. E-MAIL CONTACT AT FILER (optional) eric@ericpittslaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) W. Eric Pitts W. Eric Pitts LLC PO Box 280 Alabaster, AL 35007

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 Hueramo		FIRST PERSONAL NAME Delia	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1004 Fox Creek Circle		CITY Hoover	STATE AL	POSTAL CODE 35244	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 of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S SURNAME Bailey		FIRST PERSONAL NAME Nelson	ADDITIONAL NAME(S)/INITIAL(S) R	SUFFIX
3c. MAILING ADDRESS 410 Valley View Lane		CITY Indian Springs	STATE AL	POSTAL CODE 35124	COUNTRY USA

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

See Exhibit A & Exhibit B attached hereto

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			6b. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ 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:					



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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

Hueramo

FIRST PERSONAL NAME

Delia

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

Bailey

FIRST PERSONAL NAME

Jane

ADDITIONAL NAME(S)/INITIAL(S)

L

SUFFIX

11c. MAILING ADDRESS

410 Valley View Lane

CITY

Indian Springs

STATE

AL

POSTAL CODE

35124

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:

See Exhibit A attached hereto

17. MISCELLANEOUS:



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EXHIBIT "A"
LEGAL DESCRIPTION

Commence at the Southwest corner of the the Northeast Quarter of the Southeast Quarter of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama; Thence run North 01 degrees, 16 minutes, 43 seconds West along the West line of said Quarter-Quarter section for 1344.41 feet; Thence run North 89 degrees 28 minutes 46 seconds East for 348.63 feet to the Point of Beginning; Thence run North 83 degrees 03 minutes 45 seconds East for 392.14 feet to a found iron (LS 0567); Thence run South 67 degrees 56 minutes 15 seconds East for 764.45 feet to a found iron (SMA) lying on the Northwesternly Right of Way line of Pelham Parkway; Thence run South 26 degrees 57 minutes 11 seconds West along said road Right of Way for 190.66 feet to a found iron (1" Crimp); Thence leaving said road Right of Way run North 67 degrees 56 minutes 44 seconds West for 1091.17 feet to a found iron (1" Opentop) and the Point of Beginning.

ALSO DESCRIBED AS:

Lot 2, according to J.H. Barker's Survey of a part of the NE 1/4 of the SE 1/4 of Section 1, Township 20, Range 3 West, and a part of the NW 1/4 of the SW 1/4 of Section 6, Township 20, Range 2 West, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #: 20210325000150300, and also the following described lands, as follows:

Part of the SE 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 3 West, more particularly described as follows: Commence at the SE corner of said SE 1/4 of NE 1/4 of said Section 1, Township 20, Range 3 West; thence West along the south line of said SE 1/4 of NE 1/4, 478.73 feet to the point of beginning; thence in a Northwesternly direction, along the Southwesterly line extended of Lot 1 in J.H. Barker's survey according to the map of said survey recorded in Instrument #: 20210325000150300 in said Office of the Judge of Probate (said line running in a Northwesternly and Southeasterly direction) a distance of 170 feet to what was on January 18, 1930, the center of Bishops Creek; thence in a Southwesterly direction 180 feet to a point which is 325 feet West of the Point of Beginning; thence East to the point of beginning; less a right of way deeded for widening the present paved state highway; being situated in Shelby County, Alabama.

Exhibit B

- a. The real estate described on Exhibit A (the "Real Estate") together with all improvements, structures, buildings and fixtures now or hereafter situated thereon or therein (the "Improvements").
- b. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- c. All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Borrower is the lessor, including but not limited to any existing leases (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 Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned including but not limited to, the Existing Leases being hereinafter collectively referred to as the "Leases");
 - i. any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
 - ii. 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 Borrower may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, 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 Real Estate or the Improvements, together with any and all rights and claims of any kind that the Borrower may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, the Borrower shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and
 - iii. any award, dividend or other payment made hereafter to the Borrower 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 Borrower hereby appoints the Lender as the Borrower's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.
- d. All materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Borrower for the purpose of, or used or useful in connection with, the Real Estate or the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Real Estate or the Improvements.
- e. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to Lender, or in which the Lender is granted a security interest, as and for additional security hereunder by the Borrower, or by anyone on behalf of, or with the written consent of, the Borrower.