

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Truist Bank 2501 20th Place South Suite 101 Birmingham, Alabama 35223



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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 Colt, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 34920 U. S. Highway 280	CITY Sylacauga	STATE AL	POSTAL CODE 35150	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 Truist Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2501 20th Place South Suite 101	CITY Birmingham	STATE AL	POSTAL CODE 35223	COUNTRY USA

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

See Attached Exhibit "A" for legal description and Exhibit "B" for collateral description.

This UCC Financing Statement is being filed simultaneously with that certain Mortgage from Colt, LLC, an Alabama limited liability company to Truist Bank, dated August 12, 2021 in Shelby County, Alabama and in Talladega County, Alabama.

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/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel I

A parcel of property located in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 19 South, Range 2 E, Shelby County, Alabama being more particularly described as: Commence at a 1 $\frac{1}{2}$ inch pipe in place being the Southeast corner of Lot No. 2 of the L.N. Wyatt Sr. Subdivision No. 2 as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 4 at Page 7, said point being the Point of Beginning. From the Beginning Point proceed South 80 degrees 33 minutes 37 seconds West for a distance of 224.94 feet to a 1 inch pipe in place; thence proceed North 02 degrees 29 minutes 28 seconds West for a distance of 38.93 feet to a $\frac{1}{2}$ inch rebar in place; thence proceed South 57 degrees 48 minutes 53 seconds West for a distance of 60.45 feet to a $\frac{1}{2}$ inch rebar in place (CA #0114); thence proceed Southwesterly along the curvature of a concave curve right having a delta angle of 08 degrees 38 minutes 24 seconds and a radius of 928.44 feet for a chord bearing and distance of South 53 degrees 17 minutes 41 seconds West, 139.87 feet to a $\frac{1}{2}$ inch capped rebar in place; thence proceed North 10 degrees 15 minutes 51 seconds West for a distance of 167.84 feet to a $\frac{1}{2}$ inch rebar in place (CA #0114); thence proceed Northeasterly along the curvature of a concave left having a radius of 769.09 feet for a chord bearing and distance of North 49 degrees 15 minutes 49 seconds East, 103.01 feet to a $\frac{1}{2}$ inch rebar in place; thence proceed North 38 degrees 38 minutes 29 seconds West for a distance of 67.77 feet to a $\frac{1}{2}$ inch rebar in place (CA #0114); thence proceed North 45 degrees 54 minutes 58 seconds East for a distance of 224.06 feet to a point on the Westerly right of way of U.S. Highway 280; thence proceed South 49 degrees 30 minutes 54 seconds East along the Westerly right of way of said U.S. 280 Highway for a distance of 298.77 feet to its point of intersection with the Westerly right of way of Pineview Street; thence proceed South 03 degrees 03 minutes 36 seconds West along the Westerly right of way of said Pineview Street for a distance of 133.60 feet to the Point of Beginning.

Said parcel contains Lots 1 and 2 of the L.N. Wyatt, Sr. Subdivision No. 2 Harpersville, Alabama as recorded in Map Book 4, Page 7 in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel II

Commence at the Northwest corner of the Southwest $\frac{1}{4}$ of Section 26, Township 21 South, Range 2 East, Talladega County, Alabama; thence proceed South 00 degrees 01 minutes 53 seconds East along the West boundary of said Southwest $\frac{1}{4}$ for a distance of 1388.70 feet; thence proceed South 86 degrees 04 minutes 53 seconds East along the North right of way of Ferry Road for a distance of 2034.75 feet; thence proceed North 03 degrees 52 minutes 07 seconds East for a distance of 379.94 feet to a $\frac{1}{2}$ inch pipe in place; thence proceed South 86 degrees 22 minutes 09 seconds East for a distance of 199.81 feet to a $\frac{1}{2}$ inch pipe in place, said point being the Point of Beginning. From this Beginning Point proceed North 03 degrees 48 minutes 13 seconds East for a distance of 378.66 (set $\frac{1}{2}$ inch rebar); thence proceed South 86 degrees 37 minutes 25 seconds East for a distance of 341.37 feet (set $\frac{1}{2}$ inch rebar) to a point on the Westerly right of the Childersburg Fayetteville Highway; thence proceed South 14 degrees 37 minutes 29 seconds West along the Westerly right of way of said road for a distance of 119.15 feet to a $\frac{1}{2}$ inch rebar in place; thence proceed South 11 degrees 48 minutes 48 seconds West along the Westerly right of way of said road for a distance of 99.79 feet to a $\frac{1}{2}$ inch in place; thence proceed South 07 degrees 20 minutes 30 seconds West along the Westerly right of way of said road for a distance of 100.50 feet to a $\frac{1}{2}$ inch rebar in place; thence proceed South 03 degrees 47 minutes 51 seconds West along the Westerly right of way of said road for a distance of 100.27 feet to a $\frac{1}{2}$ inch rebar in place; thence proceed North 86 degrees 22 minutes 09 seconds West for a distance of 305.79 feet to the Point of Beginning.

The above described land is located in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Township 21 South, range 2 East.



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EXHIBIT "B"
TO
FINANCING STATEMENT (UCC-1)

DEBTOR/MORTGAGOR: COLT, LLC, an Alabama limited liability company

SECURED PARTY/MORTGAGEE: Truist Bank

The following (hereinafter "Mortgaged Property"):

- a. The Land situated in Harpersville, Shelby County, Alabama, and Childersburg, Talladega County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b. Together with all building, equipment, machinery, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishing and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever, the same may be located;
- c. Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: (i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and (ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;



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**EXHIBIT "B" continued
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- d. Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.
- e. Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, 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 Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");
- f. Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;
- g. Together with 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 and to which the Mortgagor 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 Mortgaged Property 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 untenably caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (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 Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);
- h. Together with any award, dividend or other payment made hereafter to the Mortgagor 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. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment;



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- i. Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at time collected by it; and
- j. All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.
- k. Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether real or personal.



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