

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

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| A. NAME & PHONE OF CONTACT AT FILER (optional) Michael B. Odom (205) 725-6400 |
| B. E-MAIL CONTACT AT FILER (optional) modom@mcglinchey.com |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>McGlinchey Stafford 505 North 20th Street Suite 800 Birmingham, AL 35203</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)

| | | | | |
|---|--|-----------------------|-------------------------------|-----------------------------|
| OR | 1a. ORGANIZATION'S NAME Mustard Seed Holdings, LLC | | | |
| | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS 309 Highway 310 | | CITY Calera | STATE AL | POSTAL CODE 35040 |
| | | | 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)

| | | | | |
|---------------------|--------------------------|---------------------|-------------------------------|-------------|
| OR | 2a. ORGANIZATION'S NAME | | | |
| | 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)

| | | | | |
|--|---|---------------------------|-------------------------------|-----------------------------|
| OR | 3a. ORGANIZATION'S NAME SouthPoint Bank | | | |
| | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS 3501 Grandview Parkway | | CITY Birmingham | STATE AL | POSTAL CODE 35243 |
| | | | COUNTRY USA | |

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

See Attached Schedule I

Additional Security for that certain Mortgage recorded in Instrument # 20211019000507670.

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| 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: | |

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 <input type="checkbox"/> | | | | | |
| OR | 9a. ORGANIZATION'S NAME Mustard Seed Holdings, LLC | | | | |
| | | | | | |
| | 9b. INDIVIDUAL'S SURNAME | | | | |
| | FIRST PERSONAL NAME | | | | |
| | ADDITIONAL NAME(S)/INITIAL(S) | | SUFFIX | | |
| THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY | | | | | |
| 10. DEBTOR'S NAME: Provide (10a or 10b) only <u>one</u> 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 | | | | | |
| OR | 10a. ORGANIZATION'S NAME | | | | |
| | 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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME <u>or</u> <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b) | | | | | |
| OR | 11a. ORGANIZATION'S NAME | | | | |
| | 11b. INDIVIDUAL'S SURNAME | | | | |
| | FIRST PERSONAL NAME | | ADDITIONAL NAME(S)/INITIAL(S) | | SUFFIX |
| | 11c. MAILING ADDRESS | | CITY | STATE | POSTAL CODE |
| 12. ADDITIONAL SPACE FOR ITEM 4 (Collateral): | | | | | |

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|---|--|
| 13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable) | 14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> 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 attached Exhibit A |
| 17. MISCELLANEOUS: | |

Schedule I

(A) The land described in Exhibit A attached hereto and made a part hereof (the "Land") as well as all development rights, air rights, water, water rights and water stock relating to the Land, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Land, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law and in equity of Mortgagor of, in and to the same, including but not limited to the other rights herein enumerated.

(B) All present and future structures, buildings, improvements and appurtenances of any kind now or hereafter situated on the Land (herein called the "Improvements") and all fixtures, fittings, apparatus, equipment and appliances of every kind and character now or hereafter attached or appertaining to the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all plumbing fixtures, ornamental and decorative fixtures, elevators, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances and sprinkling, smoke, fire and intrusion detection devices, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Mortgage, whether or not attached or affixed to the Land.

(C) All appurtenances to the Land and all rights of Mortgagor in and to any streets, roads, public places, easements or rights of way relating to the Land.

(D) All the Rents, revenues, receipts, royalties, issues, income and profits of the Land and the Improvements and all rights of Mortgagor under all present and future Leases and subleases affecting the Land and the Improvements.

(E) All proceeds and claims arising on account of any damage to or taking of the Land or any Improvements thereon or any part thereof and all causes of action and recoveries for any loss or diminution in the value of the Land or any Improvements.

(F) All building materials, equipment, fixtures, fittings and appliances of every kind and character now owned or hereafter acquired by Mortgagor for the purpose of being solely used in connection with the operation of the Improvements as a building as distinct from any business conducted within the Improvements or on the Land, whether such building materials, equipment, fixtures, fittings and appliances are actually located on or adjacent to the Land and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all lumber and lumber products, bricks, building stones and blocks, sand, cement, roofing and flooring material, paint, doors, windows, hardware, nails, insulations, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures and all gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances; and

(G) All general intangibles relating to the development or use of the Land, including, without limitation, all water and sewer allocations, all licenses, all

governmental permits relating to construction on the Land, all names under or by which the Land or any Improvements on the Land may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land.

Exhibit A
(Legal Description of Land)

Lot 12, 13 and 14 according to the Survey of Rice Acres, a set forth in Map Book 3, Page 117, in the Probate Office of Shelby County, Alabama, LESS AND EXCEPT that part of Lot 12 between the northerly right of way line of a 20 foot right of way and an existing fence line agreed to by Mac and Glenda Stinson and J.T. Boykin, Jr., being more particularly described as follows:

Commencing at the southern most corner of Lot 10, according to the Map of Rice Acres, as recorded in Map Book 3, page 117, in the Judge of Probate Office, Shelby County, Alabama; thence run Northwesterly along the western line of said Lot 10; also being the Northeast Right of Way boundary of a 20 foot public right of way for a distance of 340.00 feet to the Northwest corner of said Lot 10; thence turn an angle of 27 degrees 51'00" to the left and continue along said 20' right of way for a distance of 175.00 feet; thence turn an angle of 64 degrees 59'00" to the left and continue along said 20' right of way for a distance of 50.34 feet to the Point of Beginning; thence continue along the last described course to the 397.0 foot contour; thence run Northwesterly along the said 397 foot contour to an existing fence; thence run Northeasterly along fence a distance of 59.77 feet to an existing fence corner, thence turn an angle of 27 degrees 51'39" to the right and continue along said fence line for a distance of 11.31 feet; thence turn an angle of 41 degrees 46'26" to the left and continue along said fence line to the 397.0 foot contour; thence run Southwesterly along the said 397 foot contour to its intersection with said Northerly right of way line of said 20 foot right of way; thence run in a Southwesterly direction along said Northerly right of way line to the Point of Beginning.

TOGETHER WITH A NON EXCLUSIVE 12' INGRESS AND EGRESS AND UTILITY EASEMENTS SITUATED IN THE NORTHWEST 1/4 OF SECTION 18 TOWNSHIP 24 NORTH, RANGE 16 EAST, SHELBY COUNTY, ALABAMA:

Commence at the Southern most corner of Lot 10, according to the Map of Rice Acres, as recorded in Map Book 3 Page 117, in the Probate Office of Shelby County, Alabama; thence run Northwesterly along the Western line of said Lot 10; also being the Northeast right of way boundary of a 20' public right of way for a distance of 340.00 feet to the Northwest corner of said Lot 10, thence turn an angle of 27 degrees 51'00" to the left and continue along said 20' right of way for a distance of 175.00 feet; thence turn an angle of 64 degrees 59'00" to the left and continue along said 20' right of way for a distance of 50.34 feet thence turn an angle of 85 degrees 36'50" to the right for a distance of 53.59 feet; thence turn an angle of 3 degrees 49'49" to the left a distance of 26.09 feet to an existing fence and the Point of Beginning of the centerline of a 12 foot ingress and egress and public utility easement; thence turn an angle of 180 degrees 00' to the right a distance of 26.09 feet; thence turn angle of 3 degrees 49' to the right a distance of 53.59 feet; thence turn an angle of 11 degrees 33'41" to the right a distance of 20.22 feet to the Southerly right of way line of said 20 feet right of way; thence leaving said right of way continue along last described courses for a distance of 39.27 feet, thence turn an angle of 8 degrees 51'48" to the right for a distance of 59.70 feet; thence turn an angle of 9 degrees 00'25" to the right for a distance of 29.28 feet; thence turn an angle of 10 degrees 25'34" to the left for a distance of 16.12 feet to the deed line of a Warranty Deed from Florence Louise Boykin, a widow to J.T. Boykin, recorded in Deed Book 357, Page 824, August 3, 1984, in the office of the Probate Judge of Shelby County, Alabama; thence continue along said line for a distance of 11.63 feet; thence turn an angle of 33 degrees 30'48" to the left for a distance of 26.90 feet thence turn an angle of 23 degrees 36'34" to the left for a distance of 58.00 feet to the Northwesterly right of way line of a private road; said point being the end of said centerline of 12' easement.

LESS AND EXCEPT all that part of the lands hereinafter described which would be severed with waters of the Coosa River or its tributaries should such river or its tributaries be raised and backed up to that certain datum plane of 397 feet above mean sea level as established by the United States Coast and Geodetic Survey as adjusted in January 1945, as set out in Deed Book 240, page 468 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
11/09/2021 08:26:42 AM
\$45.00 CHERRY
20211109000541040

Exhibit A

Allen S. Boyd