



20211109000541660 1/7 \$49.00
Shelby Cnty Judge of Probate, AL
11/09/2021 10:05:54 AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) J. Ladd Davis (205) 484-0841
B. E-MAIL CONTACT AT FILER (optional) ldavis@rushtonstakely.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;">J. Ladd Davis, Esq. Rushton, Stakely, Johnston & Garrett, P.A. 2100B Southbridge Parkway, Suite 240 Birmingham, AL 35209</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)

1a. ORGANIZATION'S NAME Huffpoint Capital, LLC			
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 104 Walnut Hill Lane	CITY Birmingham	STATE AL	POSTAL CODE 35226
		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 CommerceOne Bank			
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2100A Southbridge Parkway, Suite 385	CITY Birmingham	STATE AL	POSTAL CODE 35209
		COUNTRY USA	

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

See Exhibit "A" attached hereto and made a part hereof as if set out in full herein.

This UCC-1 financing statement is filed as additional Security in connection with that certain Mortgage from Debtor in favor of Secured Party being filed simultaneously herewith, on which the appropriate Mortgage Tax is being paid.

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:	

20211109000541660 11/09/2021 10:05:54 AM

20211109000541660 2/7 \$49.00
Shelby Cnty Judge of Probate, AL
11/09/2021 10:05:54 AM FILED/CERT

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

Huffpoint Capital, LLC

OR

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 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

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

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:

17. MISCELLANEOUS:
Shelby County JOP

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11) International Association of Commercial Administrators (IACA)

**EXHIBIT A
TO UCC-1 FINANCING STATEMENTS**

The following described property, situated in Shelby County, Alabama, to-wit ("Land"):

PARCEL I

A parcel of land situated in the Northwest Quarter of Section 26, Township 19 South, Range 1 East in Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of Section 26, Township 19 South, Range 1 East; thence run South along the West boundary line of said section for a distance of 612.08 feet to the Southerly right of way line of U.S. Highway No. 280; thence turn 108 degrees 13 minutes 56 seconds left and run along said road right of way for a distance of 353.94 feet to the point of beginning; thence continue along last said course for a distance of 210.00 feet along said road right of way; thence turn 108 degrees 13 minutes 56 seconds right and run a distance of 210.00 feet; thence turn 71 degrees 46 minutes 04 seconds right and run a distance of 210.00 feet; thence turn 108 degrees 13 minutes 56 seconds right and run a distance of 210.00 feet to the point of beginning.

LESS AND EXCEPT:

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 26, Township 19 South, Range 1 East in Shelby County, Alabama being more particularly described as follows:

Commence at a 1 ½ inch open top pipe found locally accepted to be the Northwest corner of said quarter-quarter section; thence run in a Southerly direction along the West line of said quarter-quarter section on an assumed bearing of South 00 degrees 38 minutes 17 seconds East for a distance of 609.00 feet to an iron found with a SSI cap on the Southerly right of way line of U. S. Highway 280; thence run North 71 degrees 46 minutes 04 seconds East along said right of way line for a distance of 343.37 feet to a 2 ½ inch pipe found; thence continue along said right of way line North 71 degrees 20 minutes 53 seconds East for a distance of 45.00 feet to an iron pin set at the point of beginning; thence continue along said right of way line North 71 degrees 20 minutes 53 seconds East for a distance of 165.00 feet to a 3/8 inch rebar found; thence run South 00 degrees 17 minutes 41 seconds East for a distance of 210.00 feet to 3/8 inch rebar found; thence run South 71 degrees 20 minutes 53 seconds West for a distance of 99.00 feet to an iron pin set; thence run North 18 degrees 36 minutes 45 seconds West for a distance of 199.31 feet to the point of beginning.

LESS AND EXCEPT any portion lying within the ROW of Highway 280.

PARCEL II

A parcel of land situated in the Northwest Quarter of Section 26, Township 19 South, Range 1 East in Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of Section 26, Township 19 South, Range 1 East; thence run South along the West boundary line of said section for a distance of 612.08 feet to the South right of way line of U.S. Highway 280; thence turn 108 degrees 13 minutes 56 seconds left and run along said road right of way for a distance of 252.94 feet to the point of beginning; thence continue along last said course for 100.0 feet; thence turn 108 degrees 13 minutes 56 seconds right and run 210.0 feet; thence turn 66



degrees 30 minutes 21 seconds right and run 103.57 feet; thence turn 113 degrees 29 minutes 39 seconds right and run 220.0 feet to the point of beginning.

LESS AND EXCEPT any portion lying within the ROW of Highway 280.

PARCEL III

A parcel of land situated in the Northwest Quarter of Section 26, Township 19 South, Range 1 East in Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of Section 26, Township 19 South, Range 1 East; thence run South along the West boundary line of said section for 612.8 feet to the South right of way line of U.S. Highway 280; thence turn an angle of 108 degrees 13 minutes 56 seconds to the left and run 178.94 feet to the point of beginning; thence continue along last said course for 75 feet; thence turn an angle of 108 degrees 15 minutes 14 seconds to the right and run 220.0 feet; thence turn an angle of 66 degrees 30 minutes 09 seconds to the right and run 65.0 feet; thence turn an angle of 110 degrees 30 minutes 29 seconds to the right and run 222.73 feet to the point of beginning.

LESS AND EXCEPT any portion lying within the ROW of Highway 280.

PARCEL IV

Commence at the NW corner of Section 26, Township 19 South, Range 1 East and run South 0 degrees 00 minutes 00 seconds East along the West line of said section for a distance of 612.08 feet to the Southerly right of way line of Highway 280; thence run North 71 degrees 46 minutes 04 seconds East along said right of way for a distance of 128.94 feet to the point of beginning. From said point of beginning continue North 71 degrees 46 minutes 04 seconds East along said right of way line for a distance of 50.00 feet; thence leaving said right of way line run South 2 degrees 58 minutes 04 seconds East for a distance of 222.73 feet; thence run North 66 degrees 31 minutes 27 seconds East for a distance of 65.00 feet; thence run South 0 degrees 01 minutes 18 seconds West for a distance of 80.00 feet; thence run South 69 degrees 25 minutes 07 seconds West for a distance of 110.11 feet; thence run North 2 degrees 58 minutes 04 seconds West for a distance of 300.00 feet to a point on said Southerly right of way line of Highway 280, said point being the point of beginning of the herein described parcel of land.

LESS AND EXCEPT any portion lying within the ROW of Highway 280.

PARCEL V

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 26, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said quarter-quarter section; thence run in a Southerly direction along the West line of said quarter-quarter section for a distance of 609.00 feet to an iron pin set on the Southerly right of way line of U. S. Highway No. 280, also being the point of beginning; thence turn an angle to the left of 107 degrees 35 minutes 39 seconds and run in a Northeasterly direction along said Southerly right of way line for a distance of 22.13 feet to an iron pin set; thence turn an angle to the right of 108 degrees 13 minutes 56 seconds and run in a Southerly direction for a distance of 363.11 feet to a point; thence turn an angle to the left of 91 degrees 01 minutes 47 seconds and run in an Easterly direction for a distance of 210.56 feet to a point; thence turn an angle to the right of 91 degrees 16 minutes 34 seconds and run in Southerly direction for a distance of 43.31 feet to an iron pin found; thence turn an angle to the right of 88 degrees 32 minutes 33 seconds and run in a Westerly direction for a distance of

226.95 feet to an iron pin set on the West line of said quarter-quarter Section; thence turn an angle to the right of 90 degrees 34 minutes 23 seconds and run in a Northerly direction along the West line of said quarter-quarter section for a distance of 400.53 feet to the point of beginning.

LESS AND EXCEPT any portion lying within the ROW of Highway 280.

ALSO:

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 26, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said quarter-quarter section; thence run in a Southerly direction along the West line of said quarter-quarter section for a distance of 609.00 feet to an iron pin set on the Southerly right of way line of U.S. Highway No. 280; thence turn an angle to the left of 107 degrees 35 minutes 39 seconds and run in a Northeasterly direction along said Southerly right of way line for a distance of 22.13 feet to an iron pin set at the point of beginning; thence continue along last stated course for a distance of 97.35 feet to an iron pin set; thence turn an angle to the right of 105 degrees 15 minutes 54 seconds and run in a Southerly direction for a distance of 300.22 feet to an iron pin found; thence turn an angle to the left of 107 degrees 36 minutes 51 seconds and run in a Northeasterly direction for a distance of 110.11 feet to an iron pin found; thence turn an angle to the right of 110 degrees 49 minutes 40 seconds and run in Southerly direction for a distance of 128.68 feet to a point; thence turn an angle to the right of 88 degrees 43 minutes 26 seconds and run in a Westerly direction for a distance of 210.56 feet to a point; thence turn an angle to the right of 91 degrees 01 minutes 47 seconds and run in a Northerly direction for a distance of 363.11 feet to the point of beginning.

LESS AND EXCEPT any portion lying within the ROW of Highway 280.

PARCEL VI

Commence at the Northwest corner of Section 26, Township 19 South, Range 1 East, Shelby County, Alabama; thence South along the West boundary line of said Section 26 for a distance of 1,335.72 feet; thence turn an angle of 91 degrees 01 minutes 26 seconds to the left and run a distance of 277.15 feet; thence turn an angle of 88 degrees 58 minutes 17 seconds to the left and run a distance of 326.60 feet to the point of beginning; thence continue along last said course for a distance of 252.30 feet; thence turn an angle of 66 degrees 44 minutes 24 seconds to the right and run a distance of 103.88 feet; thence turn an angle of 04 degrees 45 minutes 16 seconds to the right and run a distance of 125.80 feet; thence turn an angle of 108 degrees 32 minutes 30 seconds to the right and run a distance of 328.76 feet; thence turn an angle of 88 degrees 45 minutes 22 seconds to the right and run a distance of 214.53 feet to the point of beginning.

LESS AND EXCEPT any portion lying within the ROW of Highway 280.

PARCELS I THROUGH VI MORE PARTICULARLY DESCRIBED AS:

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 26, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at the Northwest corner of Section 26, Township 19 South, Range 1 East, (2" open top pipe) and run in a Southerly direction along the West line of said section a distance of 609.00 feet to a found capped rebar (S.S.I. CA#0053LS) being on the Southerly right of way line of U.S. Highway No. 280 and the POINT OF BEGINNING of the parcel herein described; thence 107 degrees 43 minutes 36

seconds to the left in a Northeasterly direction along the Southerly right of way line of U.S. Highway No. 280 a distance of 388.75 feet to a set PK nail in asphalt; thence 89 degrees 50 minutes 00 seconds to the right in a Southeasterly direction (leaving said right of way line) a distance of 200.17 (deed 199.31 feet) feet to a found 3/8" rebar; thence 90 degrees 06 minutes 07 seconds to the left in a Northeasterly direction a distance of 14.70 feet to a found rebar; thence 108 degrees 43 minutes 15 seconds to the right in a Southerly direction a distance of 329.09 feet (328.76 feet deed) to a set PK nail; thence 88 degrees 46 minutes 23 seconds to the right in a Westerly direction a distance of 441.62 feet to a found capped rebar (S.S.I. CA#0053LS) being on the West line of Section 26, Township 19 South, Range 1 East; thence 90 degrees 30 minutes 05 seconds to the right in a Northerly direction along West line of said Section 26, a distance of 400.53 feet to the POINT OF BEGINNING.

TOGETHER with all Debtor's right, title and interest, if any, in all buildings, structures and other improvements now or hereafter attached to or located on the Land, or any part or parcel thereof, and

TOGETHER with 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 Borrower 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 Land, 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 Land 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 dated of even date herewith; and

TOGETHER with all goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Land (other than fixtures); or placed on the Land and used or useful in connection with, or in any way pertaining or relating to, the Land or the use and occupancy thereof, though not attached to the Land; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and

TOGETHER with all policies of hazard insurance now or hereafter in effect that insure the Land, or any Improvements, or any other property conveyed or encumbered hereby, together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and

TOGETHER with all rents, issues, profits and revenues of the Land from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same, reserving only the right to Borrower to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

TOGETHER with all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same

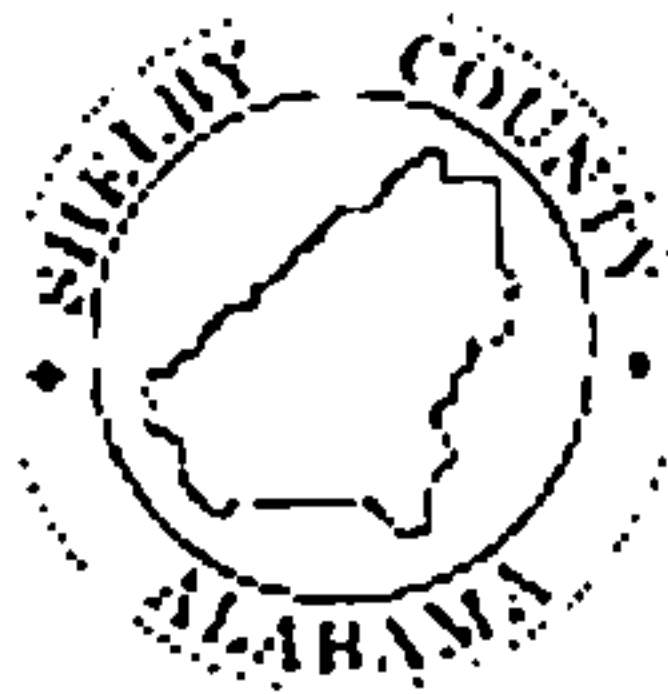
or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

TOGETHER with all judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to the Borrower or any subsequent owner of the Land, or the Improvements, or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Land, or the Improvements, or any other such property; and

TOGETHER with (1) all general intangibles relating to the development or use of the Land, the Improvements or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Land, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Land, the Improvements or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into; and

TOGETHER with all changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; AND

TOGETHER with all proceeds of any of the foregoing.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/09/2021 10:05:54 AM
\$49.00 CHERRY
20211109000541660

Allen S. Bayl