

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Joshua Berlinsky, Esq. (401) 453-1200
B. E-MAIL CONTACT AT FILER (optional) jberlinsky@darroweverett.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>Darrow Everett LLP One Turks Head Place, 12th Floor Providence, Rhode Island 02903 Attn: Joshua Berlinsky, Esq.</div></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 Grande View Properties 700, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3128G Hudson Crossing, Unit 3		CITY McKinney	STATE TX	POSTAL CODE 35203
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 America's First Federal Credit Union			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1200 4th Avenue North		CITY Birmingham	STATE AL	POSTAL CODE 35203
COUNTRY USA				

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

See Exhibit A, attached hereto and made a part hereof.

NOTE: This UCC Financing Statement is being filed as additional security for a mortgage recorded simultaneously herewith.

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"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: To be filed with the Office of the Judge of Probate of Shelby County, Alabama.	

EXHIBIT A

Shelby

All those certain lots, pieces, or parcels of land lying and being in ~~Jefferson~~ County, Alabama, being legally described in **Exhibit "B"** attached hereto and made a part hereof (hereinafter referred to as the "**Land**"), together with the buildings and improvements now or hereafter situated thereon (the "**Improvements**").

TOGETHER WITH all and singular the tenements, hereditaments, easements, riparian rights and other rights now or hereafter belonging or appurtenant to the Land, and the rights (if any) in all adjacent roads, ways, streams, alleys, strips and gores, and the reversion or reversions, remainder and remainders, and all the estate, right, title, interest, property, claim and demand whatsoever of Debtor of, in and to the same and every part and parcel thereof;

TOGETHER WITH all leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") (collectively, the "**Leases**") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, issues and profits from the Mortgaged Property;

TOGETHER WITH any and all tangible property (collectively, the "**Equipment**") now or hereafter owned by Debtor and now or hereafter located at, affixed to, placed upon or used in connection with the Land or the Improvements, or any present or future improvements thereon, including without limitation: all machinery, equipment, appliances, fixtures, conduits and systems for generating or distributing air, water, heat, air conditioning, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage or garbage, or for fire prevention or extinguishing; all elevators, escalators, lifts and dumbwaiters; all motors, engines, generators, compressors, pumps, lift stations, tanks, boilers, water heaters, furnaces and incinerators; and any other items of property, wherever kept or stored, if acquired by Debtor with the intent of incorporating them in and/or using them in connection with the Land or the Improvements; together also with all additions thereto and replacements and proceeds thereof; all of which foregoing items described in this paragraph are hereby declared to be part of the real estate and encumbered by this Mortgage; and

TOGETHER WITH (a) any and all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Land or the Improvements), or any alteration of the grade of any street upon which the Land abuts, or any other injury to, taking of, or decrease in the value of the Land or the Improvements or any part thereof; (b) all rights of Debtor in and to any hazard, casualty, liability, or other insurance policy carried for the benefit of Debtor and/or Creditor with respect to the Improvements or the Equipment, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for any loss of or damage to all or any portion of the Improvements or the Equipment; (c) all rights of Debtor in and to all supplies and materials delivered to or located upon the Land or elsewhere and used or usable in connection with the construction or refurbishing of the Improvements; and (d) all rights of Debtor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trade names, plans, appraisals, reports, paid fees, choses-in-action, subdivision restrictions or declarations or other general intangibles whatsoever now or hereafter dealing with, affecting or concerning the Land or the Improvements or any portion thereof or interest therein, including but not

limited to: (i) all contracts, plans and permits for or related to the Land or its development or the construction or refurbishing of the Improvements, (ii) any agreements for the provision of utilities to the Land or the Improvements, (iii) all payment, performance and/or other bonds, (iv) any contracts now existing or hereafter made for the sale by Debtor of all or any portion of the Land or the Improvements, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such sales contracts, including any purchase-money notes and mortgages made by such purchasers, and (v) any restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Land.

EXHIBIT B

LEGAL DESCRIPTION

Lot 2D-3A, according to the Southerland Place Resurvey, as recorded in Map Book 25,
Page 143, 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
01/04/2022 09:01:18 AM
\$43.00 CHARITY
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Allie S. Bayl