

20220414000154050  
04/14/2022 09:30:57 AM  
UCC1 1/4

## 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) Business Lending Dept., Avadian Credit Union P. O. Box 360287 Birmingham, Alabama 35236

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 RPN Motors, Inc.				
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 130 1st Street SW		CITY Alabaster	STATE AL	POSTAL CODE 35007	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 Avadian Credit Union				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS P. O. Box 360287		CITY Birmingham	STATE AL	POSTAL CODE 35236	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral: SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

This statement is being recorded as additional security for repayment of indebtedness evidenced by that promissory noted dated April 1, 2022 from RPN Motors, Inc. to Avadian Credit Union in the principal amount of \$150,000 as secured by that mortgage recorded as instrument# 20220413000151950, together with that Assignment of Rents and Leases recorded as instrument# 20220413000151960, in the Office of the Judge of Probate, Shelby 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/Licenser					
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 ☐

9a. ORGANIZATION'S NAME

RPN Motors, Inc.

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:

The goods are or are to become fixtures on: SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

17. MISCELLANEOUS:

All personal property, rights and interest listed below together with any other property, rights or interest listed in any mortgage from the Debtor to the Secured Party encumbering the hereinafter described real property (the "Property") including, but not limited to, the following:

1. All buildings and improvements of every kind and description now or hereafter erected or placed on the Property and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon; all furniture, fixtures and equipment now or hereafter owned by Debtor and attached to or contained in and used in connection with the Property, including but not limited to all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, mechanical refrigerators, awnings, shades screens, Venetian blinds, all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning, hot water heating and sprinkler equipment and fixtures and appurtenances thereto; all built-in equipment and built-in furniture; and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to the Property or building or buildings in any manner.
2. All right, title and interest of Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on the Property or under or above the same or any part or parcel thereof.
3. All contracts and contract rights and accounts of Debtor now or hereafter arising from contracts now or hereafter entered into in connection with the development, construction upon or operation of the Property (including, without limitation, all deposits held by or on behalf of the Debtor, and all management, franchise, and service agreements related to the business now or hereafter conducted by the Debtor on the Property).
4. All of Debtor's interest in all utility security deposits or bonds on the Property or any part or parcel thereof.
5. All property and hazard insurance covering the above Property and collateral, together with any and all extensions and replacements thereof, and any and all rights thereunder; and any and all rights of subrogation provided by any mortgage from the Debtor to Secured Party covering the Property.
6. Any monies in any escrow accounts established or accrued pursuant to any mortgage from the Debtor to the Secured Party.
7. Any damages awarded pursuant to condemnation or eminent domain proceedings with respect to the Property.
8. All of Debtor's right, title and interest as lessor in and to all leases or rental arrangements of the Property, or any part thereof, heretofore made and entered into, and in and to all leases or rental arrangements hereafter made and entered into by or on behalf of Debtor, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or rental arrangements and including all present and future security deposits and advance rentals.
9. All of Debtor's right, title and interest as seller in and to all agreements for the sale of the Property, or any part thereof, heretofore made and entered into, and in and to all sale agreements hereafter made and entered into, by or on behalf of Debtor, together with all deposits and payments in connection therewith.

**EXHIBIT A**  
**Property Description**

**Property 1:**

Parcel 1: Begin at the NE corner of S2, T21 S, R3 W, and run West along the North boundary of said S2, a distance of 966 ft to a point on the West right of way along the L&N Railroad; thence turn an angle of 83°6' to the left and run 296.45 ft to the point of beginning of the lot herein conveyed; thence turn an angle of 83°6' to the left and run a distance of 60 ft; thence turn an angle of 96°54' to the left and run a distance of 140 ft; thence turn an angle of 83°6' to the left and run a distance of 60 ft to the point of beginning; being situated in Shelby County, Alabama.

Also: Commencing at a 5/8" rebar set, with a cap stamped "F. Wheeler RPLS 3385," at the NE corner of the Walker lot, as shown in Map Book 3 on Page 43; thence South 06°54'05" West along the East line of said Walker lot, a distance of 87.39 feet to a 5/8" rebar set, with a cap stamped "F. Wheeler RPLS 3385," at the point of beginning; thence North 85°18'47" West a distance of 139.73 feet to a 5/8" rebar set, with a cap stamped "F. Wheeler RPLS 3385," thence South 06°54'00" West a distance of 11.45 ft, to a 5/8" rebar set, with a cap stamped "F. Wheeler RPLS 3385," thence 90°00'00" East a distance of 140.00 feet to the point of beginning.

Parcel 2: A parcel of land situated in the NE ¼ of the NE ¼ of S2, T21 S, R3 W, Shelby County, Alabama being more particularly described as follows: Commence at the NW corner of said ¼ - ¼ and run North 89° East along the North line of said Section 341 ft to the West right of way of CSX Transportation Railroad; thence run South 3°30' West along said railroad right of way 373 ft, more or less, to the SE corner of the L.S. Blankenship Lot, said point being the point of beginning of the herein described property; thence continue along the last described course for a distance of 44.29 ft to the intersection with the Northwesternly right of way of 2nd Avenue SW; thence turn an angle to the right of 84°20'11" and run in a Southwesterly direction for a distance of 126.23 ft; thence turn an angle to the right of 93°53'26" and leaving said right of way to run in a Northerly direction for a distance of 52.72 ft; thence turn an angle to the right of 89°56'59" and run in an Easterly direction for a distance of 127.31 ft to the point of beginning; being situated in Shelby County, Alabama.

**Property 2:**

A parcel of land in the NE ¼ of the NE ¼ of Section 2, Township 21, Range 3 West, Shelby County, Alabama, described as follows: Commence at the NE corner of S2, T21 S, R3 W, Shelby County, Alabama and run thence Westerly along the North line of said Section a distance of 966.00 ft to a point; thence turn 81 degrees 36 min 02 sec left and run Southerly 313.02 ft to a point; thence turn 88 degrees 25 min 58 sec right and run Westerly 129.08 ft to the point of beginning of the property being described; thence turn 90 degrees 04 min 04 sec right and run Northerly a distance of 8.69 ft to a capped steel rebar corner (Stamped Survconn-9049); thence turn 90 degrees 57 min 18 sec left and run Westerly a distance of 70.00 ft to a capped steel rebar corner (Stamped Survconn-9049); thence turn 89 degrees 02 min 18 sec left and run Southerly a distance of 123.00 ft to a capped steel rebar corner (Stamped Survconn-9049) on the Northerly margin of Second Avenue SW in Alabaster, Alabama; thence turn 90 degrees 55 min 57 sec left and run Easterly along said margin of said street a distance of 70.00 ft to a vertical cross tie post with nail therein corner; thence turn 89 degrees 04 min 28 sec left and run Northerly a distance of 114.34 ft to the point of beginning; being situated in Shelby County, Alabama.

**Property 3:**

Commence at the point of intersection of the north boundary of NE ¼ S2, T21, R3 W and the West R.O.W line of the north bound track of L&N Railroad; thence south 5 deg 42 min West along said West track R.O.W line a distance of 428.82 ft to a point; thence North 89 deg 01 min 32 sec West a distance of 15.49 ft to the point of beginning; thence continue North 89 deg 01 min 32 sec West along the South boundary of Maxwell Street a distance of 143.0 ft to a point; thence South 1 deg 32 min East a distance of 112.50 ft to a point; on the North boundary of the Alice Adkins lot, which boundary is marked by a hedge row, 129.74 ft to a point on West margin of public street; thence North 5 deg 14 min East along said West margin of a public street a distance of 112.50 ft to the point of beginning. These are excepted here from the right of way of any public road or alley.



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**04/14/2022 09:30:57 AM**  
**\$43.00 CHERRY**  
**20220414000154050**

*Allen S. Bayl*