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10/31/2022 10:08:25 AM  
UCC1 1/7

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Jay F. Pumroy, Esq.</b>
B. E-MAIL CONTACT AT FILER (optional) <b>johnseyl@wdpj-atty.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Wilson, Dillon, Pumroy &amp; James, L.L.C. Attention: Jay F. Pumroy, Esq. Post Office Box 2333 Anniston, Alabama 36202-2333</b>

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 <b>AU Chelsea Hospitality Group, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>2145 South College Street</b>		CITY <b>Auburn</b>	STATE <b>AL</b>	POSTAL CODE <b>36832</b>
			COUNTRY <b>USA</b>	

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 <b>Southern States Bank</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>815 Opelika Road</b>		CITY <b>Auburn</b>	STATE <b>AL</b>	POSTAL CODE <b>36830</b>
			COUNTRY <b>USA</b>	

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

All of the fixtures, equipment, furniture, contract rights, general intangibles and tangible personal property of every kind and nature now owned or hereafter acquired by Debtor relating to, or in any way pertaining to, the use and/or operation of the improvements now or hereafter existing on the real property described on Exhibit "A" attached hereto and located thereon, or in any way pertaining thereto, and all additions, replacements and proceeds thereof and all other property set forth on Schedule "A" attached hereto located on or relating to the real property described in Exhibit "A".

This Financing Statement is given as additional security for the indebtedness secured by that Future Advance Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from Debtor, as Borrower, to Secured Party, as Lender, in the amount of \$7,368,750.00 dated October 28, 2022, and recorded concurrently herewith in the Probate Office of Shelby County, Alabama.

5. Check <u>only</u> if applicable and check <u>only one</u> 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 one</u> 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 one</u> 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: <b>File in the Probate Office of Shelby County, Alabama.</b>	

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

OR	9a. ORGANIZATION'S NAME <b>AU Chelsea Hospitality Group, LLC</b>		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

**10. MISCELLANEOUS:**

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**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
11d. <b>SEE INSTRUCTIONS</b>		ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
				11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

**12. ☐ ADDITIONAL SECURED PARTY'S *or* ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Attached Exhibit "A"

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

None

17. Check *only* if applicable and check *only* one box.Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate18. Check *only* if applicable and check *only* one box.☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction☐ Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1B, as shown on the plat or map entitled "A Final Plat for Atchison's Resurvey No. 3" as recorded in Map Book 53, Page 72, in the Probate Office of Shelby County, Alabama, and being a part of Lot 1 as shown on the plat or map entitled "Atchison Commercial Development" as recorded in Map Book 39, Page 70, aforesaid records; situated, lying and being in Shelby County, Alabama.

## Schedule A

This Financing Statement covers all right, title and interest of Debtor in and to the following described property, rights and interests, together with all substitutions for and all replacements, reversions and remainders of such property and all appurtenances and additions thereto, whether now owned or hereafter acquired by Debtor (the "Collateral");

1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit "A" attached hereto (the "Property"), including any future replacements, facilities and additions and other construction on the Property (the "Improvements");

2. Goods.

All goods which are used now or in the future in connection with the ownership, management or operation of the Property or the Improvements or are located on the Property, or in the Improvements, including: inventory; furniture; furnishings; machinery; equipment; engines, boilers, incinerators and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the "Goods");

3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the "Fixtures") under the laws of the jurisdiction in which the Property is located (the "Property Jurisdiction");

4. Personalty.

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, books, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty),



deposit accounts and other property or assets of any kind or nature related to the Property or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or the Improvements, including all governmental permits relating to any activities on the Property (the “Personalty”);

5. Other Rights.

All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the “Other Rights”);

6. Insurance Proceeds.

All insurance policies relating to the Property or the Collateral (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Property, the Improvements, the Fixtures, the Personalty or any other part of the Collateral, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements (the “Insurance Proceeds”);

7. Awards.

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Improvements, the Fixtures, the Personalty or any other part of the Property or the Collateral, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property or the Collateral, whether direct or indirect (a “Condemnation Action”), (b) any damage to the Property or the Collateral caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of the Property, the Improvements, the Fixtures, the Personalty or any other part of the Property or the Collateral under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the “Awards”);

8. Contracts.

All contracts, options, and other agreements for the sale of the Property, the Improvements, the Fixtures, the Personalty or any other part of the Property or the Collateral entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the “Contracts”);

9. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any “Housing Assistance Payments Contract” or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for

food, health care and other services provided at the Property or the Collateral, whether now due, past due, or to become due, and tenant security deposits (the "Rents");

10. Leases.

All present and future leases, room rental agreements, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property or the Collateral, or any portion of the Property or the Collateral, and all modifications, extensions, or renewals thereof (the "Leases") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from the Property, the Improvements, the Fixtures, the Personalty or any other part of the Property or the Collateral, and all undisbursed proceeds of the loan secured by the Deed to Secure Debt upon the Property and Improvements (the "Security Instrument");

12. Imposition Deposits.

Deposits held by the Secured Party (the "Imposition Deposits") to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or the Collateral, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority and which, if not paid, will become a lien on the Property, the Collateral or the Improvements or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or the Collateral, to prevent the imposition of liens on the Property or the Collateral, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "Impositions");

13. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. Security Deposits.

All security deposits deposited with Debtor pursuant to the Leases;

15. Names.

All names under or by which the Property or any of the above Collateral may be operated or known, and all trademarks, trade names, and goodwill relating to the Property or any of the Collateral;

16. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

17. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the "Other Proceeds");

18. Replacements, etc.

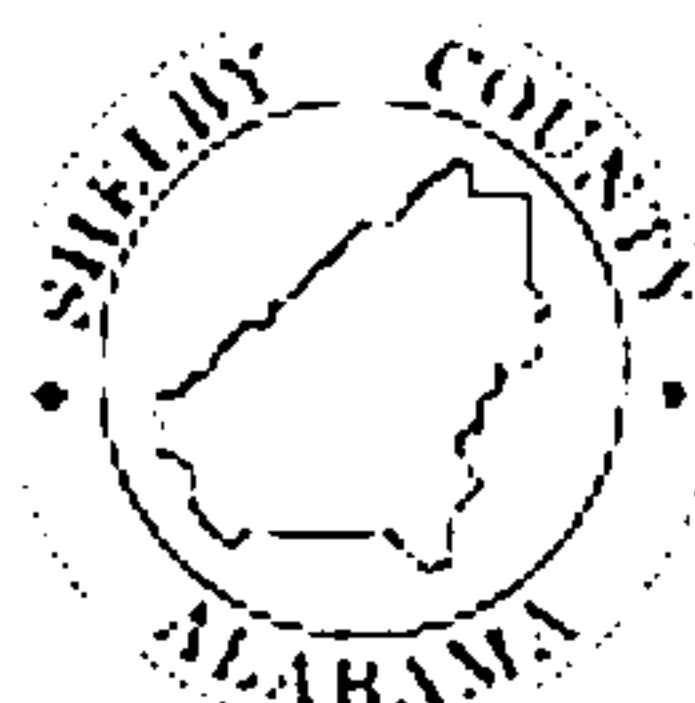
All extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, any of the above Collateral, and in such case, the foregoing shall be deemed a part of the Collateral and shall become subject to the lien of the Security Instrument from Debtor in favor of Secured Party as fully and completely, and with the same priority and effect, as though now owned by Debtor and specifically described herein, without any further mortgage, conveyance, assignment, security agreement, financing statement or other act by Debtor; and

19. Mineral Rights.

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.

All terms used and not specifically defined herein shall have the meanings assigned to them by the UCC.

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Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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*Allen S. Bevil*