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UCC1 1/7

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)
LAROCCA HORNIK ROSEN & GREENBERG, LLP ATTN: JONATHAN L. HORNIK, ESQ. 83 SOUTH STREET, SUITE 302 FREEHOLD, NJ 07728

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	Holt Properties Group LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6282 Black Creek Loop North	Hoover	AL	35244	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	GROUND FLOOR REAL ESTATE 1, LLC			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
600 Peachtree Street NE, Suite 810	Atlanta	GA	30308	USA

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

Please see attached Schedule A and Exhibit A for collateral description.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

6b. Check only if applicable and check only one box:

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ 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

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

GROUNDFOOR REAL ESTATE 1, LLC

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

600 Peachtree Street Northeast, Suite 810

CITY

Atlanta

STATE

GA

POSTAL CODE

30308

COUNTRY

USA

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:

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SCHEDULE A

PROPERTY DESCRIPTION

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

Lot 34, according to the Survey of Apache Ridge, Fifth Sector, as recorded in Map Book 17, Page 62, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

Property commonly known as: 105 Trail Circle, Alabaster, AL 35007

EXHIBIT A

A. All fixtures and systems and articles of personal property, of every kind and character, now owned or hereafter acquired by Mortgagor (Mortgagor's successors or assigns), which are now or hereafter attached to the Land, which is located in the County of Shelby, State of Alabama and more particularly described in Schedule "A" attached hereto, or the Improvements, or used in or necessary to complete the proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing, including, but without limiting the foregoing, all of the following items now owned or hereafter acquired by Mortgagor, any and all fixtures, systems, heating, ventilating, air conditioning, refrigerating, plumbing, water, sewer, lighting, generating, cleaning, storage, incinerating, waste disposal, sprinkler, fire extinguishing, communications, transportation (of people or things, including, but not limited to, stairways, elevators, escalators and conveyors), data processing, security and alarm, laundry, food or drink preparation, storage of serving, gas, electrical and electronic, water, and recreational uses or purposes; all tanks, pipes, wiring, conduits, ducts, doors, partitions, floor coverings, wall coverings, windows, window screens and shades, awnings, fans, motors, engines and boilers; motor vehicles; decorative items and art objects; and files, records and books of account (all of which are herein sometimes referred to together as "Accessories");

B. All (a) plans and specifications for the Improvements; (b) approvals, entitlements and contracts relating to the Land or the Improvements or the Accessories or any part thereof; (c) deposits including, but not limited to, Mortgagor's rights in tenants' security deposits (if any), deposits with respect to utility services to the Land or the Improvements or the Accessories or any part thereof, and any deposits or reserves hereunder or under any other Loan Document (as hereinafter defined) for taxes, insurance or otherwise, funds, accounts, contract rights, instruments, documents, commitments, general intangibles, notes and chattel paper used in connection with or arising from or by virtue of any transactions related to the Land or the Improvements or the Accessories or any part thereof; (d) permits, licenses, franchises, bonds, certificates and other rights and privileges obtained in connection with the Land or the Improvements or the Accessories or any part thereof; (e) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Land, the Improvements and the Accessories; and (f) other properties, rights, titles and interests, if any, specified in any Section or any Article of this Mortgage as being part of the Property;

C. All proceeds, products, consideration, compensation and recoveries, direct or consequential, cash and noncash, of or arising from, as the case may be, (a) the properties, rights, titles and interests referred to above in paragraphs (A), (B), (C) and (D); (b) any sale, lease or other disposition thereof; (c) each policy of insurance relating thereto (including premium refunds); (d) the taking thereof or of any rights appurtenant thereto by eminent domain or sale in lieu thereof for public or quasi-public use under any law; and (e) any damage thereto whether caused by such a taking (including change of grade of streets, curb cuts or other rights of access) or otherwise caused; and

D. All other interests of every kind and character, and proceeds thereof, which Mortgagor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in paragraphs (A), (B), (C), (D) and all property used or useful in connection therewith, including, but not limited to, remainders, reversions and reversionary rights or interests.

EXHIBIT "A"

DESCRIPTION OF PLEDGED

COLLATERAL

- a. All Ownership Interests that the Debtor has in **HOLT PROPERTIES GROUP LLC**, an Alabama limited liability company having its principal place of business at **6282 Black Creek Loop North, Hoover, AL 35244** ("Borrower") now or hereafter acquired, and all certificates of ownership or other indicia of ownership representing any Ownership Interests, shares or otherwise referred to together with all rights to the proceeds thereof as the "Units";
- b. All dividends and other distributions received by Pledgor from the Borrower ("Pledgor" means Jordan Thomas Holt, and includes all co-signers, guarantors of the Note related Loan Documents; and
- c. All "Proceeds" and Assets owned by Borrower as such term is defined in the Uniform Commercial Code as the same may from time-to-time be in effect in the State of Alabama (the "Code").

EXHIBIT "B"

LEASES & RENTS

All of Debtor's interest in any and all leases or leases, or subsequent leases, with amendments, if any, and all month-to-month tenancies with respect to portions or all of the real property located at **105 Trail Circle, Alabaster, AL 35007** (the "Premises")(and more particularly described in Schedule "A" annexed hereto) and any modifications, supplements, extensions and renewals thereof and any guarantees of the lessee's obligations thereunder, and all rents, income, and profits arising from the leases and extensions and renewals thereof, if any, and together with all rents, income, and profits due or to become due from the Premises and from any and all of the leases or tenancies for the use and occupancy of the Premises or any part thereof which are now in existence or which may be created in the future during the term of this Assignment, whether or not recorded; together with and including, the Debtor's entire interest in any lease, tenancy, rental, or occupancy agreement now existing or which may be made hereafter affecting the Premises.

TOGETHER WITH all the right, power, and authority of the Debtor to alter, modify, or change or to terminate the term thereof or accept a surrender thereof or to cancel the same or to waive or release the lessee from the performance or observance by the lessee of any obligation or condition thereof or to accept rents or any other payments thereunder.

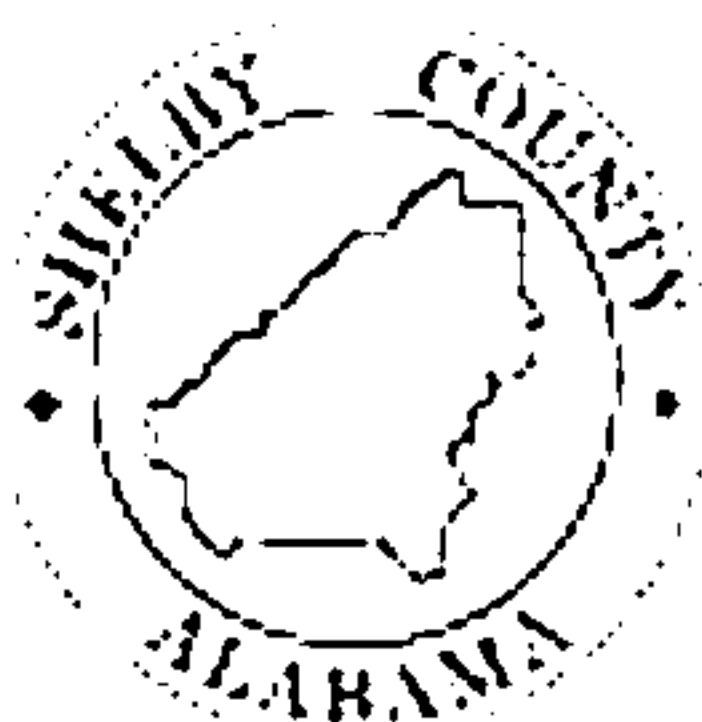
EXHIBIT "C"

CONTRACTS, PLANS, PERMITS, & APPROVALS

Debtor's interest in all agreements, contracts and contract rights between Debtor and any and all contractors, subcontractors and/or material suppliers, and all plans, permits, licenses and approvals in connection with the construction, renovation, development and improvement of the real property located at **105 Trail Circle, Alabaster, AL 35007**, described in Schedule "A" attached hereto and made a part hereof, and any improvements thereon (the "Premises") and which agreements, contracts, contract rights, plans, permits, licenses and approvals are now in existence or which may be created, amended, supplemented or otherwise modified in the future, whether or not recorded, (and together with any other documents executed in connection therewith, including waivers and consents related thereto), including but not limited to the following:

1. All agreements with respect to architectural and engineering services for the improvements to the Premises;
2. All bonds securing payment and performance of Assignor's improvements to the Premises;
3. All of Assignor's contracts, now existing or hereafter entered into, for the furnishing of supplies, materials, labors, or services (including professional services) for the construction of the improvements to the Premises;
4. All Permits, licenses, and other certificates, now held or hereafter acquired by Assignor, relating to the construction and operation of the improvements to the Premises; and
5. All plans and specifications (including site plans) relating to the construction and operating of the improvements to the Premises.

TOGETHER WITH all the right, power and authority of Debtor to alter, modify or change, or terminate any terms thereof or to release any party thereto from the obligation or condition thereof.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/15/2022 03:33:34 PM
\$49.00 PAYGE
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Alexis Bayl