

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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04/03/2023 12:51:26 PM

UCC1 1/5

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div>ABL RPC RESIDENTIAL CREDIT ACQUISITION LLC</div> <div>30 MONTGOMERY STREET, SUITE 150</div> <div>JERSEY CITY, NJ 07302</div>
<div></div>

SDT 23-0189

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	FEARLESS REAL ESTATE INVESTMENT LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
136 Marketplace Circle, Ste. B	Calera	AL	35040	

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	ABL RPC RESIDENTIAL CREDIT ACQUISITION LLC			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
30 MONTGOMERY STREET, STE. 150	JERSEY CITY	NJ	07302	

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

All of Debtor's right, title and interest in and to all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, improvements and all other property as more particularly described in Rider to UCC filing attached hereto, now or hereafter erected or located on that certain real property commonly known as SEE ATTACHED ADDENDUM, as further described in Exhibit A attached hereto and made a part hereof.

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

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

8. OPTIONAL FILER REFERENCE DATA:

File in Shelby County, AL

RIDER TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT

Debtor: **FEARLESS REAL ESTATE INVESTMENT LLC**, having an address located at 136 Marketplace Circle, Suite B, Calera, AL 35040

Secured Party: **ABL RPC RESIDENTIAL CREDIT ACQUISITION LLC**, having an address at 30 Montgomery Street, Suite 150, Jersey City, NJ 07302

ITEM 4 (*CONTINUED*): All right, title and interest of Debtor in and to the following (collectively, the "Property"):

1. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");
2. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument (as defined below);
3. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");
4. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
5. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any

security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located, superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

6. All leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, 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") (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, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the bankruptcy code (the "rents") and all proceeds from the sale or other disposition of the leases and the right to receive and apply the rents to the payment of the indebtedness secured by the Security Instrument;
7. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
8. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
9. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
10. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;
11. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of secured party in the Property;
12. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the

occurrence and during the continuance of an event of default (as defined in the Security Instrument), or any other document executed in connection therewith, to receive and collect any sums payable to Debtor thereunder; and

13. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property.

This UCC Financing Statement is filed in connection with that certain Open-End Mortgage dated as of **March 31, 2023** (the "Security Instrument") in the principal sum of **\$884,000.00** given by Debtor to Secured Party.

EXHIBIT "A"

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STL23-0189

The following lots in LAUREL CLIFFS, according to the plat thereof recorded in Map Book 12, page 35 of the records in the office of the Judge of Probate, Shelby County, Alabama.
Lots 1, 3, 4, 5, 13, 14, 15, 16, 17 and 26, all in BLOCK 1.

ALSO

The following lots in LAUREL CLIFFS, FIRST ADDITION, according to the plat thereof recorded in Map Book 12, page 95 of the records in the office of the Judge of Probate, Shelby County, Alabama.
Lots 29, 31 and 32.

Property taxes are listed as follows:

Lot 1: Parcel # 13-6-13-3-003-001.000, last paid 12/8/22 in the amount of \$1570.64. Address: 226 Carl Nichols Dr. Pelham, AL 35124

Lot 3: Parcel # 13-6-13-3-003-003.000, last paid 12/8/22 in the amount of \$1570.64. Address: 224 Carl Nichols Dr. Pelham, AL 35124

Lot 4: Parcel # 13-6-13-3-003-004.000, last paid 12/8/22 in the amount of \$1567.16. Address: 223 Carl Nichols Dr. Pelham, AL 35124

Lot 5: Parcel # 13-6-13-3-003-005.000, last paid 12/8/22 in the amount of \$1561.36. Address: 222 Carl Nichols Dr. Pelham, AL 35124

Lot 13: Parcel # 13-6-13-3-003-013.000, last paid 12/8/22 in the amount of \$1570.64. Address: 214 Carl Nichols Dr. Pelham, AL 35124

Lot 14: Parcel # 13-6-13-3-003-014.000, last paid 12/8/22 in the amount of \$1567.16. Address: 213 Carl Nichols Dr. Pelham, AL 35124

Lot 15: Parcel # 13-6-13-3-003-015.000, last paid 12/8/22 in the amount of \$1570.64. Address: 212 Carl Nichols Dr. Pelham, AL 35124

Lot 16: Parcel # 13-6-13-3-003-016.000, last paid 12/8/22 in the amount of \$1568.32. Address: 211 Carl Nichols Dr. Pelham, AL 35124

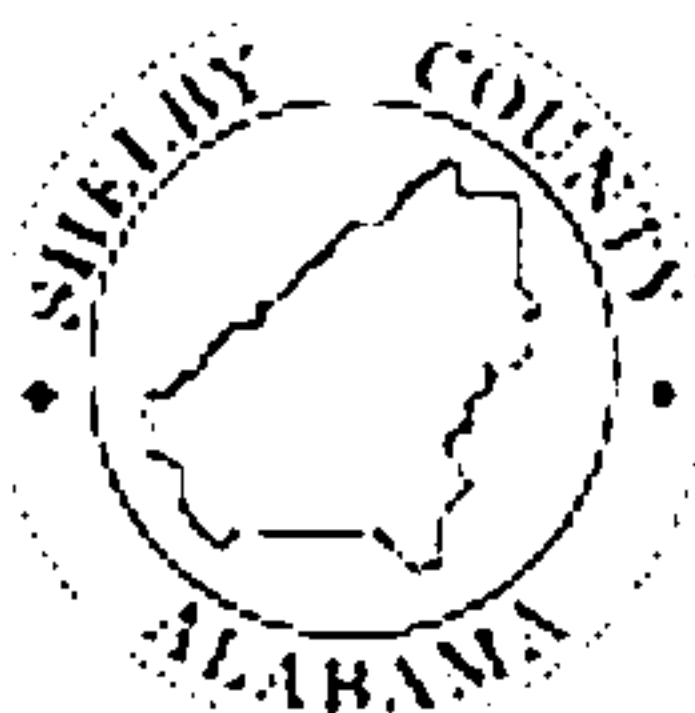
Lot 17: Parcel # 13-6-13-3-003-017.000, last paid 12/8/22 in the amount of \$1570.64. Address: 210 Carl Nichols Dr. Pelham, AL 35124

Lot 26: Parcel # 13-6-13-3-003-026.000, last paid 12/8/22 in the amount of \$1570.64. Address: 201 Carl Nichols Dr. Pelham, AL 35124

Lot 29: Parcel # 13-6-13-3-003-029.000, last paid 12/8/22 in the amount of \$1567.16. Address: 228 Laurel Circle Pelham, AL 35124

Lot 31: Parcel # 13-6-13-3-003-031.000, last paid 12/8/22 in the amount of \$1567.16. Address: 230 Laurel Circle Pelham, AL 35124

Lot 32: Parcel # 13-6-13-3-003-032.000, last paid 12/8/22 in the amount of \$1570.64. Address: 231 Laurel Circle Pelham, AL 35124



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/03/2023 12:51:26 PM
\$45.00 BRITTANI
20230403000091880

Allen S. Boyd