

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)

Spectra Velocity Fund I, LP
896 S State S, Unit 476
Dover, Delaware 19901

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
Westover LD, LLC

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS
31 Dogwood

CITY
Chelsea

STATE
AL

POSTAL CODE
35043

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)

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
Spectra Velocity Fund I, LP

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS
896 S State S, Unit 476

CITY
Dover

STATE
DE

POSTAL CODE
19901

COUNTRY
USA

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

Additional security for a mortgage recorded simultaneously herewith. See 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

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

☐ 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:

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

Westover LD, LLC

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 ☒ as 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:

See Exhibit "B" attached hereto and made a part hereof, commonly known as: 7873 Hwy 51 Sterrett, Alabama 35147

17. MISCELLANEOUS:

EXHIBIT "A"

FIXTURES

All right, title, and interest of Debtor in and to all materials, supplies, equipment, apparatus, and other items now or later attached to, installed on or in the Land or the Improvements, or that in some fashion are deemed to be fixtures to the Land or Improvements under the laws of the state where the Mortgaged Property is located, including the Uniform Commercial Code. "Fixtures" includes, without limitation, all items of Personalty to the extent that they may be deemed Fixtures under Governmental Requirements.

"Debtor" means Westover LD, LLC, an Alabama limited liability company, subject to any limitations of assignment as provided for in the Loan Documents, the heirs, legatees, devisees, administrators, executors, successors in interest to the Mortgaged Property, and the assigns of any such person.

"Secured Party" means Spectra Velocity Fund I, LP.

"Security Instrument" means the Mortgage, Assignment of Leases and Rents, and Security Agreement made as of July 20, 2023, by Borrower in favor of Lender.

"Note" means The Secured Note payable by Debtor to the order of Secured Party in the principal amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), which matures on January 1, 2024, evidencing the Loan, together with any and all rearrangements, extensions, renewals, substitutions, replacements, modifications, restatements, and amendments to the Secured Note.

"Loan" means the extension of credit made by Secured Party to Debtor under the terms of the Loan Documents.

"Loan Documents" means, collectively, the Security Instrument, the Note, and all other instruments and agreements required to be executed by Debtor or any guarantor in connection with the Loan.

"Land" means the real estate or any interest in it described in Exhibit "B" attached hereto and made a part hereof, together with all Improvements and Fixtures and all rights, titles, and interests appurtenant to it.

"Mortgaged Property" means the Land, Improvements, Fixtures, Personalty, Leases, and Rents, all as described in Exhibit "B" attached hereto and made a part hereof.

"Improvements" means any and all buildings, structures, improvements, fixtures, and appurtenances now and later placed on the Mortgaged Property, including, without limitation, all apparatus and equipment, whether or not physically affixed to the land or any building, which is used to provide or supply air cooling, air conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dish washing, garbage disposal, or other services; and all elevators, escalators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, partitions, ducts, compressors, plumbing, ovens, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, pools, spas, pool and spa operation and maintenance equipment and apparatus, and trees and plants located on the Mortgaged Property, all of which, including replacements and additions, shall conclusively be deemed to be affixed to and be part of the Mortgaged Property under the Security Instrument.

"Personalty" means all of the right, title, and interest of Debtor in and to all tangible and intangible personal property, whether now owned or later acquired by Debtor, including, but not limited to, water rights (to the extent they may constitute personal property), all equipment, inventory, goods, consumer goods, accounts, chattel paper, instruments, money, general intangibles, letter-of-credit rights, deposit accounts, investment property, documents, minerals, crops, and timber (as those terms are defined in the Uniform Commercial Code) and that are now or at any later time located on, attached to, installed, placed, used on, in connection with, or are required for such attachment, installation, placement, or use on the Land, the Improvements, Fixtures, or on other goods located on the Land or Improvements, together with all additions, accessions,

accessories, amendments, modifications to the Land or Improvements, extensions, renewals, and enlargements and proceeds of the Land or Improvements, substitutions for, and income and profits from, the Land or Improvements. The Personalty includes, but is not limited to, all goods, machinery, tools, equipment (including fire sprinklers and alarm systems); building materials, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, maintenance, extermination of vermin or insects, dust removal, refuse and garbage equipment; vehicle maintenance and repair equipment; office furniture (including tables, chairs, planters, desks, sofas, shelves, lockers, and cabinets); safes, furnishings, appliances (including ice-making machines, refrigerators, fans, water heaters, and incinerators); rugs, carpets, other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, other window coverings; lamps, chandeliers, other lighting fixtures; office maintenance and other supplies; loan commitments, financing arrangements, bonds, construction contracts, leases, tenants' security deposits, licenses, permits, sales contracts, option contracts, lease contracts, insurance policies, proceeds from policies, plans, specifications, surveys, books, records, funds, bank deposits; and all other intangible personal property. Personalty also includes any other portion or items of the Mortgaged Property that constitute personal property under the Uniform Commercial Code.

“Leases” means any and all leases, subleases, licenses, concessions, or other agreements (written or verbal, now or later in effect) that grant a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Mortgaged Property, and all other agreements, including, but not limited to, utility contracts, maintenance agreements, and service contracts that in any way relate to the use, occupancy, operation, maintenance, enjoyment, or ownership of the Mortgaged Property, except any and all leases, subleases, or other agreements under which Debtor is granted a possessory interest in the Land.

“Rents” means all rents, issues, revenues, income, proceeds, royalties, profits, license fees, prepaid municipal and utility fees, bonds, and other benefits to which Debtor or the record title owner of the Mortgaged Property may now or later be entitled from or which are derived from the Mortgaged Property, including, without limitation, sale proceeds of the Mortgaged Property; any room or space sales or rentals from the Mortgaged Property; and other benefits paid or payable for using, leasing, licensing, possessing, operating from or in, residing in, selling, mining, extracting, or otherwise enjoying or using the Mortgaged Property.

“Uniform Commercial Code” means the uniform commercial code as found in the statutes of the state in which the Mortgaged Property is located.

“Governmental Requirements” means any and all laws, statutes, codes, ordinances, regulations, enactments, decrees, judgments, and orders of any Governmental Authority.

Exhibit "B"
Legal Description

Parcel I

The SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 29, Township 19, Range 1 East.

Parcel II

Part of the SW corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 29, Township 19, Range 1 East, beginning at the SW corner of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and run East along the South line of said forty acres 609 feet to the old Pumpkin Swamp Road, thence N 44 deg. 6' east in a Northeasterly direction along said road 104 feet, thence N 7 deg. 55' West 528 feet, thence South 89 deg. 25' West 213, thence North 44 deg. 35' West 134.2 feet, thence South 86 deg. 35' West 226.8 feet to the West line of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section, thence South along the West line of said forty to the SW corner of said forty.

Parcel III

That part of the following described tract lying Northwest of the Pumpkin Swamp Road:

Begin at the NW corner of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 29, Township 19, Range 1 East, thence run east along the North line of said forty 1320 feet to the NE corner of said forty, thence south along the east line of said forty 990 feet, thence in a northwesterly direction in a straight line about 1654 feet to the NW corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 29, Township 19, Range 1 East.

Less and Except

Less and Except any property in the U.S. Highway 280 right of way; and less and except any portion of the aforementioned described property previously deeded to the State of Alabama and as shown on the right of way map of Project No. F-214(20) as recorded in the Office of the Judge of Shelby County, Alabama and conveyed in Real 284, Page 440 and Real 284, Page 443.

Parcels I, II and III are also described, as follows:

A part of the Southeast one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Southeast one-fourth and the Southwest one-fourth of the Northeast one-fourth of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama being more particularly described as follows:

Commence at a $\frac{1}{2}$ " slick iron in place being the Northwest corner of the Southeast one-fourth of the Northwest one-fourth of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 89° 18' 18" East along the North boundary of said quarter-quarter section for a distance of 533.91 feet to a 1" open top pipe in place; thence proceed South 89° 23' 06" East along the North boundary of said quarter-quarter section for a distance of 217.99 feet to a $\frac{1}{2}$ " rebar in place; thence proceed South 89° 28' 05" East along the North boundary of said quarter-quarter section for a distance of 606.33 feet to a 1" open top pipe in place being the Northeast corner of said Southeast one-fourth of the Northwest one-fourth; thence proceed South 00° 37' 05" West along the East boundary of said quarter-quarter section for a distance of 704.16 feet to a $\frac{1}{2}$ " rebar in place; thence proceed North 84° 12' 47" East for a distance of 227.02 feet to a $\frac{1}{2}$ " rebar in place; thence proceed South 46° 48' 17" East for a distance of 134.03 feet to a $\frac{1}{2}$ " rebar in place; thence proceed South 86° 28' 23" East for a distance of 314.62 feet to a 1" yellow pipe in place; thence proceed South 12° 49' 37" East for a distance of 550.35 feet to a $\frac{1}{2}$ " rebar in place being a point on the Westerly right-of-way of Shelby County Highway 51; thence proceed South 39° 29' 48" West along the Westerly right-of-way of said Highway 51 for a distance of 190.35 feet to a concrete right-of-way monument in place; thence proceed South 54° 56' 56" West along the flare back of U. S. Highway 280 for a distance of 257.10 feet to a concrete right-of-way

monument in place; thence proceed South $84^{\circ} 35' 02''$ West along the right-of-way of said U. S. Highway 280 for a distance of 52.18 feet; thence proceed North $53^{\circ} 38' 17''$ West for a distance of 430.49 feet to a 1" open top pipe in place being the Southeast corner of the Southeast one-fourth of the Northwest one-fourth; thence proceed North $89^{\circ} 24' 32''$ West along the South boundary of said quarter-quarter section for a distance of 1318.01 feet to a 1" open top pipe in place being the Southwest corner of said quarter-quarter section; thence proceed North $03^{\circ} 48' 26''$ West along the West boundary of said quarter-quarter section for a distance of 695.41 feet to a 1" open top pipe in place; thence proceed North $01^{\circ} 21' 10''$ West along the West boundary of said quarter-quarter section for a distance of 240.01 feet to a $\frac{1}{2}$ " capped rebar in place; thence proceed North $01^{\circ} 21' 06''$ West along the West boundary of said quarter-quarter section for a distance of 440.35 feet to the point of beginning

Parcel IV

A part of the Southwest one-fourth of the Northeast one-fourth of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama being more particularly described as follows:

Commence at a 1" open top pipe in place being the Northeast corner of the Northeast one-fourth of the Southwest one-fourth of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama; thence proceed South $53^{\circ} 38' 17''$ East for a distance of 190.19 feet; thence proceed North $26^{\circ} 46' 42''$ East for a distance of 102.19 feet to the P.C. of a concave curve right having a delta angle of $116^{\circ} 40' 47''$ and a arc distance of 112.0 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North $58^{\circ} 26' 15''$ East, 93.63 feet to the P.T. of said curve, which is also the P.C. of a concave right having a delta angle of $39^{\circ} 23' 11''$ and a arc distance of 37.82 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North $19^{\circ} 47' 48''$ East, 37.08 feet to the P.T. of said curve; thence proceed North $39^{\circ} 29' 48''$ East for a distance of 170.57 feet to the P.C. of a concave curve right having a delta angle of 90° and a radius of 25.0 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North $84^{\circ} 29' 48''$ East, 35.36 feet to the P.T. of said curve; thence proceed South $50^{\circ} 30' 12''$ East for a distance of 302.00 feet; thence proceed South $05^{\circ} 30' 12''$ East for a distance of 32.52 feet to a point on the Westerly right of way of Shelby County Highway 51; thence proceed North $39^{\circ} 29' 48''$ East along the Westerly right of way of said road for a distance of 92.41 feet to a $\frac{1}{2}$ " rebar in place, said point being the point of beginning. From this beginning point continue North $39^{\circ} 29' 48''$ East along the Westerly right of way of said Highway 51 for a distance of 46.0 feet; thence proceed North $50^{\circ} 37' 16''$ West for a distance of 59.31 feet; thence proceed South $12^{\circ} 49' 37''$ East for a distance of 75.06 feet to the point of beginning.

Together with a non-exclusive drainage easement being more particularly described as follows:

A 13 feet wide drainage easement being 13 feet in equal width on the Northwesterly side of the following described line: Commence at a 1" open top pipe in place being the Northeast corner of the Northeast one-fourth of the Southwest one-fourth of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama; thence proceed South $53^{\circ} 38' 17''$ East for a distance of 190.19 feet; thence proceed North $26^{\circ} 46' 42''$ East for a distance of 102.19 feet to the P.C. of a concave curve right having a delta angle of $116^{\circ} 40' 47''$ and a arc distance of 112.0 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North $58^{\circ} 26' 15''$ East, 93.63 feet to the P.T. of said curve, which is also the P.C. of a concave right having a delta angle of $39^{\circ} 23' 11''$ and a arc distance of 37.82 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North $19^{\circ} 47' 48''$ East, 37.08 feet to the P.T. of said curve; thence proceed North $39^{\circ} 29' 48''$ East for a distance of 170.57 feet to the P.C. of a concave curve right having a delta angle of 90° and a radius of 25.0 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North $84^{\circ} 29' 48''$ East, 35.36 feet to the P.T. of said curve; thence proceed South $50^{\circ} 30' 12''$ East for a distance of 302.00 feet; thence proceed South $05^{\circ} 30' 12''$ East for a distance of 32.52 feet to a point on the Westerly right of way of Shelby County Highway 51; thence proceed North $39^{\circ} 29' 48''$ East along the Westerly right of way of said

road for a distance of 92.41 feet to a 1/2" rebar in place; thence continue North 39°29'48" East along the Westerly right of way of said Highway 51 for a distance of 46.0 feet, said point being the point of beginning of said drainage easement. From this beginning point proceed North 39°22'44" East along the Westerly right of way of said Highway 51 for a distance of 170.0 feet to the termination of said drainage easement.

The above described easement is located in the Southwest one-fourth of the Northeast one fourth of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/28/2023 08:05:47 AM
\$49.00 JOANN
20230728000226240

Allen S. Bayl