

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)

OR	1a. ORGANIZATION'S NAME			
	Harpersville LD, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
31 Dogwood		Chelsea	AL	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)

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			
	Spectra Velocity Fund I, LP			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
896 S State S, Unit 476		Dover	DE	19901
				COUNTRY
				USA

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

See Exhibit “A” attached hereto and made a part hereof

5. Check only if applicable and check only 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 only if applicable and check only one box:						6b. Check only if applicable and check only one box:			
<input type="checkbox"/> Public-Finance Transaction		<input type="checkbox"/> Manufactured-Home Transaction		<input type="checkbox"/> A Debtor is a Transmitting Utility		<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:									

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

Harpersville 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: 382 Homespun Hill, Harpersville, Alabama 35078

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 Harpersville 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 August 2, 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 One Hundred Sixty-Five Thousand and 00/100 Dollars (\$165,000.00), 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.

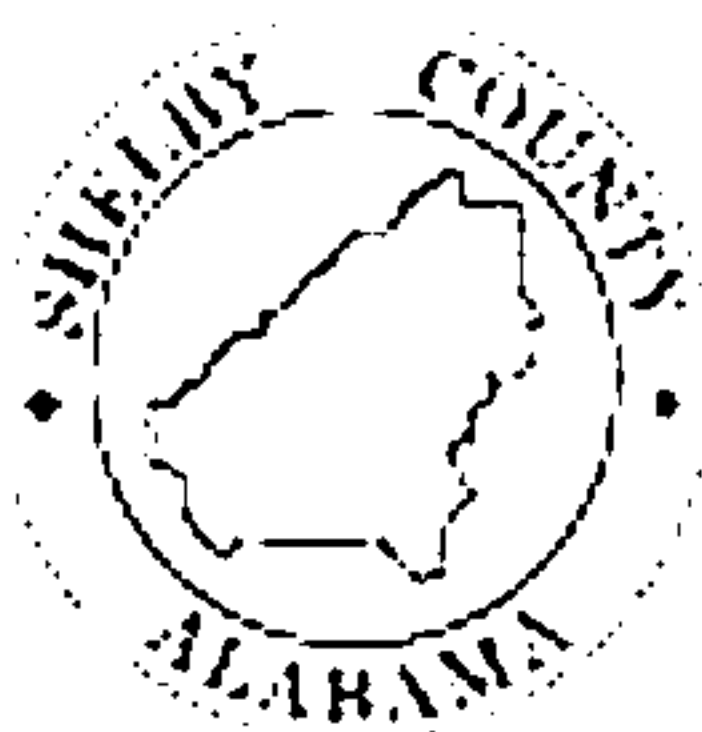
Exhibit "B"
Legal Description

LOT 15A - Being part of Lot 15 of the Charles W. Mobley Subdivision, as recorded in Map Book 8, Page 124, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

BEGIN at the SW Corner of Lot 15 of the Charles W. Mobley Subdivision, as recorded in Map Book 8, Page 124, in the Office of the Judge of Probate of Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N00° 01'30"W a distance of 685.76'; thence S89°51'45"E a distance of 662.62'; thence N00°01'30"W a distance of 657.16'; thence S89°51'45"E a distance of 1767.01' to the Westerly R.O.W. line of Sun Valley Road; thence S30°23'00"E and along said R.O.W. line a distance of 130.00'; thence N88°42'20"W and leaving said R.O.W. line a distance of 685.80'; thence S22°43'00"W a distance of 1337.56'; thence S89°42'21"W a distance of 1292.65' to the POINT OF BEGINNING.

Said Parcel situated in Section 3, Township 20 South, Range 2 East, Shelby County, Alabama.

According to the survey of Rodney Shiflett #22419 on June 14, 2022.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/11/2023 12:47:15 PM
\$45.00 BRITTANI
20230911000273540

Allen S. Bayl