

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) |
| B. E-MAIL CONTACT AT FILER (optional) |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) Business Lending Dept., Avadian Credit Union P. O. Box 360287 Birmingham, Alabama 35236 |

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 JD Realty Holdings LLC | | | | |
| OR 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | | SUFFIX |
| 1c. MAILING ADDRESS 1751 Valley Avenue, Unit D | CITY Birmingham | STATE AL | POSTAL CODE 35209 | 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 Avadian Credit Union | | | | |
| OR 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | | SUFFIX |
| 3c. MAILING ADDRESS P. O. Box 360287 | CITY Birmingham | STATE AL | POSTAL CODE 35236 | COUNTRY USA |

4. COLLATERAL: This financing statement covers the following collateral: SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

| | |
|---|--|
| 5. Check <u>only</u> if applicable and check <u>only</u> 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 <u>only</u> if applicable and check <u>only</u> one 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</u> one 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: | |

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

JD Realty Holdings 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☒ 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:

The goods are or are to become fixtures on: SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

17. MISCELLANEOUS:

EXHIBIT "A"

All personal property, rights and interest listed below together with any other property, rights or interest listed in any mortgage from the Debtor to the Secured Party encumbering the hereinafter described real property (the "Property") including, but not limited to, the following:

1. All buildings and improvements of every kind and description now or hereafter erected or placed on the Property and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon; all furniture, fixtures and equipment now or hereafter owned by Debtor and attached to or contained in and used in connection with the Property, including but not limited to all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, mechanical refrigerators, awnings, shades screens, Venetian blinds, all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning, hot water heating and sprinkler equipment and fixtures and appurtenances thereto; all built-in equipment and built-in furniture; and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to the Property or building or buildings in any manner.

2. All right, title and interest of Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on the Property or under or above the same or any part or parcel thereof.

3. All contracts and contract rights and accounts of Debtor now or hereafter arising from contracts now or hereafter entered into in connection with the development, construction upon or operation of the Property (including, without limitation, all deposits held by or on behalf of the Debtor, and all management, franchise, and service agreements related to the business now or hereafter conducted by the Debtor on the Property).

4. All of Debtor's interest in all utility security deposits or bonds on the Property or any part or parcel thereof.

5. All property and hazard insurance covering the above Property and collateral, together with any and all extensions and replacements thereof, and any and all rights thereunder; and any and all rights of subrogation provided by any mortgage from the Debtor to Secured Party covering the Property.

6. Any monies in any escrow accounts established or accrued pursuant to any mortgage from the Debtor to the Secured Party.

7. Any damages awarded pursuant to condemnation or eminent domain proceedings with respect to the Property.

8. All of Debtor's right, title and interest as lessor in and to all leases or rental arrangements of the Property, or any part thereof, heretofore made and entered into, and in and to all leases or rental arrangements hereafter made and entered into by or on behalf of Debtor, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or rental arrangements and including all present and future security deposits and advance rentals.

9. All of Debtor's right, title and interest as seller in and to all agreements for the sale of the Property, or any part thereof, heretofore made and entered into, and in and to all sale agreements hereafter made and entered into, by or on behalf of Debtor, together with all deposits and payments in connection therewith.

The Property includes, but is not limited to, the following real property:

LEGAL DESCRIPTION

Lot 61, according to the Survey of Brookhaven, Phase Seven, as recorded in Plat Book 2005, Page 26, in the Probate Office of St. Clair County, Alabama.

Property 2:

Lot 44, according to the Survey of Hamlet 6th Sector as recorded in Map Book 9, Page 97, Shelby County, Alabama
Records.

Property 3:

Lot 20, according to the Amended Map of Eastwood Manor Townhomes, Phase III, as recorded in Map Book 149, Page 16, in the Probate Office of Jefferson County, Alabama

CERTIFICATION

EACH OF THE UNDERSIGNED CERTIFY ALL INFORMATION SUBMITTED IN CONNECTION WITH THIS LOAN IS TRUE, ACCURATE AND COMPLETE. EACH OF THE UNDERSIGNED AUTHORIZE LENDER TO CONSIDER THESE PERSONAL AND BUSINESS FINANCIAL STATEMENTS AS A CONTINUING STATEMENT OF FINANCIAL CONDITION UNTIL REPLACED BY A NEW PERSONAL AND OR BUSINESS FINANCIAL STATEMENT OR UNTIL THE UNDERSIGNED SPECIFICALLY NOTIFIES LENDER IN WRITING OF ANY CHANGE IN SUCH FINANCIAL CONDITION.

AUTHORIZATION

EACH OF THE UNDERSIGNED HEREBY INSTRUCTS, CONSENTS AND AUTHORIZES THE **CREDIT UNION, AND/OR ITS AGENT(S) AND ASSIGNS** TO OBTAIN A CONSUMER AND OR BUSINESS CREDIT REPORTS AND ANY OTHER INFORMATION RELATING TO THEIR INDIVIDUAL OR BUSINESS CREDIT STATUS IN THE FOLLOWING CIRCUMSTANCES: (A) RELATING TO THE OPENING OF AN ACCOUNT OR UPON APPLICATION FOR A LOAN OR OTHER PRODUCT OR SERVICE OFFERED BY CREDIT UNION BY A COMMERCIAL ENTITY OF WHICH THE UNDERSIGNED IS A PRINCIPAL, MEMBER, GUARANTOR OR OTHER PARTY; (B) THEREAFTER, PERIODICALLY ACCORDING TO THE CREDIT UNION'S CREDIT REVIEW AND AUDIT PROCEDURES, AND (C) RELATING TO CREDIT UNION'S REVIEW OR COLLECTION OF A LOAN, ACCOUNT, OR OTHER CREDIT UNION PRODUCT OR SERVICE MADE OR EXTENDED TO A COMMERCIAL ENTITY OF WHICH THE UNDERSIGNED IS A PRINCIPAL, MEMBER, GUARANTOR OR OTHER PARTY.

AUTHORIZATION TO CONTACT:

EACH OF THE UNDERSIGNED FURTHER AUTHORIZES THE CREDIT UNION TO CONTACT OUR ACCOUNTANTS/CPA'S OR INSURANCE AGENTS OR ASSIGNS FOR ADDITIONAL PERSONAL OR BUSINESS INFORMATION, INCLUDING OBTAINING CURRENT/HISTORIC COPIES (BUSINESS AND/OR PERSONAL) OF FEDERAL INCOME TAX RETURNS AND FINANCIAL STATEMENTS AS NEEDED FOR PERIODIC LOAN REVIEWS DURING THE TERM OF THIS LOAN. PLEASE INDICATE YOUR AUTHORIZATION BELOW BY CHECKING THE BOXES AND PROVIDING THE CONTACT INFORMATION.

____ACCOUNTANT/CPA NAME: _____

PHONE: _____

____INSURANCE AGENT NAME: _____

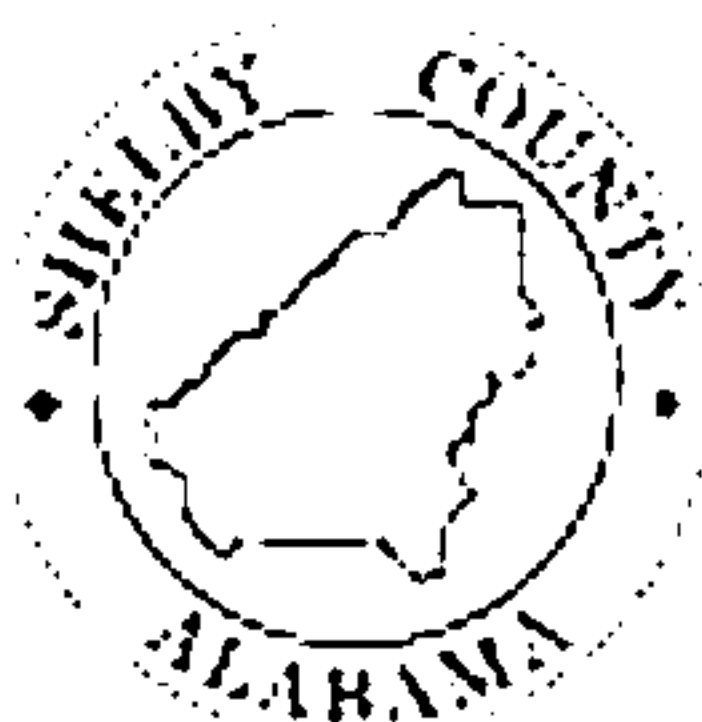
PHONE: _____

ACCEPTED AND AGREED TO:

BORROWER: JD REALTY HOLDINGS LLC


JOE DEMARAS, MANAGING MEMBER/GUARANTOR

DATE: 7/22/23



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/14/2023 08:05:00 AM
\$45.00 BRITTANI
20231214000359520

Allen S. Bayl