

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Shawn T. Alves, Esq. 251-626-6696
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>Stone Crosby, P.C. 8820 US Hwy 90 Daphne, Alabama 36526 Attn: Shawn T. Alves, Esq.</div></div>

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 SETH DAVIS GARDENS, LP			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 404 East McKinney Avenue		CITY Albertville	STATE AL	POSTAL CODE 35950
			COUNTRY US	

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 UNITED BANK c/o Joseph D. Raines			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 200 E. Nashville Avenue		CITY Atmore	STATE AL	POSTAL CODE 36502
			COUNTRY US	

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

All property of Debtor described on Exhibit "B" attached hereto and located on, in or used in connection with the real property described on Exhibit "A" attached hereto and all improvements and fixtures thereof.

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 <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
6b. Check <u>only</u> if applicable and check <u>only</u> one box:	
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

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)SUFFIX

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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 real property described on Exhibit "A" attached hereto

17. MISCELLANEOUS:

EXHIBIT "A"**STATE OF ALABAMA
SHELBY COUNTY**

A part of Section 32, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as beginning at a 3 inch diameter capped pipe found at a fence corner located at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 32; then N 89 degrees 35 minutes 17 seconds W a distance of 535.91 feet to a 1/2 inch diameter rebar with a yellow cap stamped CAC 0567 on the East right of way of Smokey Road; then along said right of way N 17 degrees 27 minutes 44 seconds E a distance of 360.07 feet to a broken concrete right of way monument; then continue along said right of way along a curve to the left having a radius of 1185.92 feet, an arc length of 335.42 feet, and a chord bearing and distance of N 06 degrees 25 minutes 29 seconds E 334.31 feet to a 5/8 inch diameter rebar with a yellow cap stamped Amos Cory 10550; then leaving said right of way S 89 degrees 09 minutes 00 seconds E a distance of 388.60 feet to a 5/8 inch diameter rebar; then S 00 degrees 09 minutes 36 seconds E a distance of 673.78 feet to the Point of Beginning.

EXHIBIT "B"

All capitalized terms herein shall have the meanings set forth in that certain Deed to Secure Debt, Security Assignment, Fixture Filing and Assignment of Leases and Rents by Debtor in favor of Secured Party executed in connection herewith (collectively, the "Security Deed").

All of the following property of the Debtor, whether now owned or hereafter acquired or arising, located at or used in connection with the business of Debtor conducted at the real property described in Exhibit "A" attached hereto and incorporated herein by this reference, including, without limitation:

ALL that certain property consisting of approximately 6.84 acres of land together with all improvements situated thereon, including, without limitation, that certain 48-unit apartment complex, located in Calera, Shelby County, and State of Alabama, as more particularly described on Exhibit "A" (the "Premises"); and

TOGETHER with all and singular tenements, hereditaments, buildings, improvements, rights-of-way, privileges, liberties, air rights, easements, Grantor's rights as declarant under any restrictive covenants, riparian rights, waters, watercourses, mineral, oil and gas rights and appurtenances thereunto belonging, or in any wise appertaining and the reversion and remainder and remainders, rents, income, issues, and profits thereof; and

TOGETHER with all rights, title, and interests of Grantor in and to any streets, the land lying in the bed of any streets, roads or avenues, opened or proposed, in front of, adjoining or abutting the Premises to the center line thereof, and all strips and gores within or adjoining the Premises, easements and rights-of-way, public or private, all sidewalks and alleys, now or hereafter used in connection with the Premises or abutting the Premises; and

TOGETHER with any and all agreements, now or hereafter in existence providing for or relating to the construction, alteration, maintenance, repair, operation, franchising, or management of the Premises or any part thereof, as well as the plans and specifications therefor, and all copies thereof (together with the right to amend or terminate the same or waive the provisions of the foregoing) and any amendments, renewals and replacements thereof; to the extent permitted by the relevant authorities, all licenses, permits, approvals and other entitlements for the ownership, construction, maintenance, operation, use and occupancy of the Premises or any part

thereof and any amendments, renewals and replacements thereof; all of Grantor's rights, title, and interests in and to all warranties and guaranties from contractors, subcontractors, suppliers and manufacturers to the maximum extent permissible relating to the Premises or any part thereof; all bonds and insurance policies covering or affecting the Premises or any part thereof; and

TOGETHER with any and all personal property of Grantor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts; (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Grantor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) letter of credit rights; (xiv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xv) all property of Grantor now or hereafter in Grantee's possession or in transit to or from, or under the custody or control of, Grantee, or any affiliate thereof; (xvi) all cash and cash equivalents thereof; and (xvii) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof; and

TOGETHER with any and all awards, damages, payments and other compensation, and any and all claims therefor and rights thereto, with respect to the Premises which result or may result from any injury to or decrease in value of the Premises, whether by virtue of the exercise of the power of eminent domain or otherwise, or any

damage, injury or destruction in any manner caused to the improvements thereon, or any part thereof;

TOGETHER with all leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Mortgaged Premises, including any extensions, renewals, modifications or amendments thereof (collectively, the "Leases") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a bankruptcy proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, proceeds of rental and business interruption insurance, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Grantor or its agents or employees from any and all sources arising from or attributable to the Mortgaged Premises, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Mortgaged Premises, or rendering of services by Grantor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (collectively, the "Rents"), together with 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 Obligations;

TOGETHER with and to the extent assignable, any Low-Income Housing Tax Credit (as that term is used in Section 42 of the Internal Revenue Code of 1986, as amended) relating to the Mortgaged Premises;

TOGETHER with and to the extent assignable, all development fees due on or with respect to Grantor; and

TOGETHER with all the estate, right, title, interest, property, possession, claim, and demand whatsoever of Grantor, as well in law as in equity, of, in and to the same and every part and parcel thereof with the appurtenances.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 07/01/2024 01:49:03 PM
 \$47.00 PAYGE
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Allen S. Bayl