

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corri A. Jones 727-896-7171
B. E-MAIL CONTACT AT FILER (optional) cjones@trenam.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Paul F. Rush, Esq. Trenam Law 200 Central Avenue, Suite 200 St. Petersburg, FL 33701</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)

1a. ORGANIZATION'S NAME CONTROL SYSTEMS, INC.				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 10 COMMERCE DRIVE	CITY PELHAM	STATE AL	POSTAL CODE 35124	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 REGIONS BANK				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 250 RIVERCHASE PARKWAY EAST	CITY HOOVER	STATE AL	POSTAL CODE 34244	COUNTRY USA

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

The collateral described on Exhibit "B" attached hereto and incorporated herein by reference, located on the real property described on Exhibit "A" attached hereto and incorporated herein by reference.

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Loan 1 Trenam #24-2297	

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

A part of Section 13, Township 20 South, Range 3 West, situated in Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama and run thence Easterly along the South line of said Quarter-Quarter section a distance of 424.47 feet to a point; thence turn 63 degrees 45 minutes 08 seconds left and run North 27 degrees 36 minutes 44 seconds East a distance of 644.22 feet to a steel pin corner marking the Northeast corner of Lot 16 of Valley Commercial Park and the point of beginning of the property being described; thence run North 62 degrees 08 minutes 55 seconds West 133.93 feet to a point; thence run South 27 degrees 52 minutes 49 seconds West 198.00 feet to a point; thence run North 62 degrees 07 minutes 11 seconds West 141.73 feet to a point on the Easterly margin of Shelby County Highway No. 33; thence run South 24 degrees 10 minutes 16 seconds West along said margin of said Highway 195.96 feet to the P.C. of a curve to the left marking the Northerly margin of Commerce Drive, said curve having a central angle of 42 degrees 26 minutes 01 seconds and a radius of 153.06 feet; thence run Easterly along the arc of said curve an arc distance of 129.38 feet to the P.T. of said curve; thence run North 85 degrees 18 minutes 41 seconds East 166.24 feet to a point; thence run North 27 degrees 36 minutes 44 seconds East 285.90 feet to the Point of Beginning.

PARCEL II:

A part of Section 13, Township 20 South, Range 3 West, situated in Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama and run thence Easterly along the South line of said Quarter-Quarter section a distance of 424.47 feet to a point; thence turn 63 degrees 45 minutes 08 seconds left and run North 27 degrees 36 minutes 44 seconds East a distance of 644.22 feet to a steel pin corner marking the Northeast corner of Lot 16 of Valley Commercial Park; thence run North 62 degrees 08 minutes 55 seconds West 133.93 feet to the point of beginning of the property being described; thence continue last described course 140.27 feet to a point on the Easterly margin of Shelby County Highway No. 33; thence run South 28 degrees 18 minutes 13 seconds West along said margin of said highway 197.92 feet to a point; thence run South 62 degrees 07 minutes 11 seconds East 141.73 feet to a point; thence run North 27 degrees 52 minutes 49 seconds East 198.00 feet to the Point of Beginning.

All being situated in Shelby County, Alabama.

Having a reference address of 10 Commerce Drive, Pelham, Alabama 35124.

EXHIBIT "B"

DEBTOR: **CONTROL SYSTEMS, INC.,**
an Alabama corporation

SECURED PARTY: **REGIONS BANK**

Description of Collateral:

(a) All of all those certain pieces, parcels or tracts of land, of which Mortgagor is now seized and possessed, situated in Shelby County, Alabama, more particularly described on **Exhibit A** attached hereto and incorporated herein, together with all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages, timber, crops, oil, gas, and mineral rights, projections, appurtenances, water rights (including riparian and littoral rights), streets, ways, alleys, strips and gores of land now or hereafter in any way belonging to, adjoining, appurtenant to, crossing, or pertaining to the Land or in or to the air space over said land; and all claims or demands of the Mortgagor, at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively, the "**Land**");

(b) All buildings, betterments, structures, improvements, build-outs and fixtures of any nature now or hereafter constructed or located, in whole or in part, on the Land, regardless of whether physically affixed thereto or now or hereafter severed or capable of severance from the Land (collectively, the "**Improvements**"); provided, however, should the Land be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, the Improvements are limited to only those times specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended);

(c) All rights of Mortgagor in and to all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Land or the Improvements), or any alteration of the grade of any street upon which the Land abuts, or any other injury to, taking of, or decrease in the value of the Land or the Improvements or any part thereof;

(d) All rights of Mortgagor in and to any hazard, casualty, liability, or other insurance policy carried for the benefit of Mortgagor or Lender with respect to the Improvements, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for any loss of or damage to all or any portion of the Improvements;

(e) All rights of Mortgagor in and to all supplies and building materials delivered to or located upon the Land or elsewhere and used or usable in connection with the construction or refurbishing of the Improvements;

(f) All intangible personal property now or hereafter owned by the Mortgagor, whether or not related to the Land or the Improvements, including, but not limited to, the following: all rights of Mortgagor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, contract rights, drafts, acceptances, instruments, deposit accounts, all accounts (as defined in the UCC), accounts receivable, letter-of-credit rights or letters of credit, rights to payment for money or funds advanced or sold, chattel paper, including but not limited to, rights to payment evidenced by chattel paper, investment property, commercial tort claims, insurance policies, permits, licenses, trade names, plans, specifications, appraisals, reports, paid fees, choses-in-action, subdivision restrictions or declarations, general intangibles, and other obligations of any kind whatsoever now or hereafter dealing with, affecting or concerning Mortgagor, and whether or not dealing with, affecting or concerning the Land, the Improvements or any portion thereof or interest therein including, without limitation, the following: (1) all

contracts, plans, specifications and permits for or related to the Land or its development or the construction or refurbishing of the Improvements; (2) all agreements for the provision of utilities or services (including any reservation of capacity for utilities or services) to the Land or Improvements; (3) all payment, performance or other bonds; (4) all contracts, option agreements, right of first refusal agreements and other agreements now existing or hereafter made for the sale by Mortgagor of all or any of Mortgagor's personal property or for the sale of all or any portion of the Land or the Improvements, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such contracts and agreements, including any purchase-money notes and mortgages made by such purchasers; and (5) any declaration of condominium, restrictions, covenants, easements, other declarations or similar documents now or hereafter recorded against the title to all or any portion of the Land;

(g) All of Mortgagor's right, title, interest, estate, claim, or demand, either at law or in equity, in and to all architectural, engineering, land management, forestry, mitigation and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like, and all sewer and water taps, permits and allocations, agreements for utilities, bonds and sureties, relating to the Land or the Improvements or appurtenant facilities erected or to be erected upon or about the Land;

(h) All rents, income, issues and profits of the Land, the Improvements and other property subject to this Mortgage (collectively, the "**Rents**"), and all leases, subleases, tenancies, licenses, franchises and occupancy agreements of any nature whatsoever now or hereafter affecting the Land or the Improvements (collectively, the "**Leases**"), together with all guaranties of the Leases and all security deposits and prepaid rents under the Leases; provided, however, that if no Event of Default exists, the Mortgagor shall have a license (but limited as set forth in Section 17) to collect and receive all of such rents, profits, issues and revenues;

(i) All licenses, permits, authorizations or agreements and any other consents, approvals, and rights relating to the Land, whether presently held or hereafter acquired ("**Licenses and Permits**");

(j) All other tangible and intangible personal property and interests in personal property of Mortgagor of any kind or description now held by Lender or at any time hereafter transferred or delivered to, or coming into the possession, custody, or control of, Lender, or any agent or affiliate of Lender, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property; and

(k) Any and all products and proceeds (including insurance proceeds and proceeds of proceeds) of any or all of the foregoing and all property that is within the definition of proceeds as it is defined in the UCC (defined below), including without limitation, whatever is received upon the use, lease, sale, exchange, collection, loss, destruction, any other utilization, or any disposition of any of the Mortgaged Property (defined above), whether cash or non-cash, and any other type or item of property, and all substitutions, additions, accessions, replacements, products, and renewals of, to, or for such property and all insurance therefor; and all supporting evidence and documents relating to any of the above-described tangible and intangible personal property of the Mortgagor, including, without limitation, records, computer programs, disks, tapes, microfilm, microfiche, and related electronic data processing media, and all rights of the custodian of such items to retrieve the same from third parties, including but not limited to all of Mortgagor's right, title and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained. For the avoidance of doubt, the inclusion of "proceeds" as collateral does not authorize Mortgagor to sell, dispose of, or otherwise use the collateral in any manner not specifically authorized by this Mortgage or the other Loan Documents.

Loan 1



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/18/2024 08:40:26 AM
\$43.00 JOANN
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Allen S. Bayl