



20241024000333470 1/5 \$45.00  
Shelby Cnty Judge of Probate, AL  
10/24/2024 10:15:45 AM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) <b>David Hughes</b>
B. E-MAIL CONTACT AT SUBMITTER (optional) <b>David.Hughes@chlax.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Capell &amp; Howard, P.C. David Hughes 150 S. Perry St. Montgomery, AL 36104</b>

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

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 <b>AlaPrime Properties LLC</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 1b. INDIVIDUAL'S SURNAME			
1c. MAILING ADDRESS <b>1642 Montgomery Highway</b>	CITY <b>Hoover</b>	STATE <b>AL</b>	POSTAL CODE <b>35216</b>
			COUNTRY <b>USA</b>

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	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 2b. INDIVIDUAL'S SURNAME			
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 <b>Synovus Bank</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 3b. INDIVIDUAL'S SURNAME			
3c. MAILING ADDRESS <b>4121 Carmichael Road, Suite 100</b>	CITY <b>Montgomery</b>	STATE <b>AL</b>	POSTAL CODE <b>36106</b>
			COUNTRY <b>USA</b>

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

The items described on Exhibit "A" attached hereto and made a part hereof which are now or hereafter located on the land.

\* This financing statement is filed as additional security for the indebtedness secured by a certain mortgage executed by Debtor in favor of secured party recorded concurrently herewith.

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	6B. Check only if applicable and check only one box:
6A. 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"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: <b>Filed with Shelby County Judge of Probate</b>	

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 07/01/23)

International Association of Commercial Administrators (IACA)

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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 <input type="checkbox"/>				
9a. ORGANIZATION'S NAME AlaPrime Properties 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 <u>one</u> 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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME <u>or</u> <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> 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. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> 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: See Schedule I attached hereto.
17. MISCELLANEOUS:	





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#### EXHIBIT A TO UCC-1

(a) all estate, claim, demand, right, title and interest of Debtor in and to that certain parcel of real estate described in Schedule I attached hereto (the "Property") together with all estate, claim, demand, right, title and interest of Debtor in and to all and singular tenements, rights, easements, hereditaments, rights of way or use, privileges, liberties, appendages and appurtenances now or hereafter belonging or in any way appertaining to the Property, including, without limitation, all estate, claim, demand, right, title and interest of Debtor in, to and under any easements or other agreements and all other rights, easements and privileges relating to access and use of adjacent land, power transmission lines, storm and sanitary sewers; and water, gas, electric, railway and telephone and other services; all gas, oil, minerals, coal and other substances of any kind or character underlying the Property; all estate, claim, demand, right, title and interest of Debtor in and to any street, road, highway, or alley, whether vacated or not, adjoining the Property; all strips and gores belonging, adjacent or pertaining to the Property; and all air space above the Property; and all development rights attributable to the Property;

(b) all estate, claim, demand, right, title and interest in and to all buildings, structures, fixtures and other improvements of every kind and description now or hereafter located on the Property; all materials and property now owned or hereafter acquired by Debtor intended for construction, reconstruction, repair, alteration, addition, improvement or replacement of or to such buildings, structures, fixtures or improvements, all of which materials and property shall be deemed to be part of the buildings, structures, fixtures and other improvements immediately upon delivery thereof to Debtor on the Property; all furnishings, fittings, equipment, appliances, machinery, power generation and other plant equipment, pipes, conduits, power transmission lines and equipment, machine tools, tools, dies, jigs, accessories, apparatus, motors, boilers, engines, devices for the operation of pumps or machinery; all heating, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment; and all other articles of property now or hereafter located on the Property or in the building, structures or other improvements on the Property which under applicable law are deemed to be fixtures (the Property and the foregoing being herein collectively called the "Premises");

(c) all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, owned by Debtor and now or hereafter attached to, contained in, or used in connection with the Premises or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the Premises;

(d) all of Debtor's present and future "equipment" and "general intangibles" (as said quoted terms are defined in the Uniform Commercial Code of Alabama) (the Premises and said fixtures and articles of personal property and said "equipment" and "general intangibles"



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encumbered and conveyed hereby are hereinafter sometimes collectively called the "Mortgaged Property");

(e) all leases, lettings and licenses of the Premises or any part thereof now or hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive and collect the rents, issues and profits payable thereunder;

(f) all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor applicable to the Mortgaged Property and all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Mortgaged Property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Mortgaged Property or any easement therein, including awards for any change of grade of streets;

(g) all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by, or released to, Debtor or constructed, assembled or placed by Debtor on the Mortgaged Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be; and

(h) All proceeds and profits arising from the conversion, voluntary or involuntary, of the foregoing into cash and any liquidation claims applicable thereto and any and all other rights of Debtor in and to the items set forth hereinabove.

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**SCHEDULE I**

Lots 1-A and 3-A according to the Resurvey of First United Methodist Church to Alabaster, as recorded in Map Book 46, Page 94, in the Probate Office of Shelby County, Alabama.

Together with rights obtained, that constitute an interest in real estate, under that certain Reciprocal Easement for Joint Access and Parking by and between First United Methodist of Alabaster, Inc. and M.E. Buckelew, LLC dated May 12, 2016 and recorded in Instrument Number 20160519000171530, amended in Instrument Number 20220301000086150.

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Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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*Allen S. Byrd*