

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Michael B. Odom (205) 716-5258	
B. E-MAIL CONTACT AT SUBMITTER (optional) michael.odom@phelps.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Phelps Dunbar LLP 2001 Park Place North, Suite 700 Birmingham, Alabama 35203	
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				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	Truong	Hung	V	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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
	Tran	Thi		
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				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	SouthPoint Bank			
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
	3501 Grandview Parkway	Birmingham	AL 35243	USA

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

See Attached Schedule I

Additional Collateral for that certain mortgage recorded simultaneously herewith.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transacting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Agricultural Lien ☐ Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessee ☐ Consignor/Consignee ☐ Seller/Buyer ☐ Bailor/Bailee ☐ Licensor/Licensee	
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 ☐				
OR	9a ORGANIZATION'S NAME			
	9b INDIVIDUAL'S SURNAME Truong			
	FIRST PERSONAL NAME Hung			
	ADDITIONAL NAME(S)/INITIAL(S) V		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				
OR	10a ORGANIZATION'S NAME			
	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 <u>one</u> name (11a or 11b)				
OR	11a ORGANIZATION'S NAME			
	11b INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME Thi	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 an extracted collateral ☒ is filed as a fixture filing		
15 Name and address of a RECORD OWNER of real estate described in Item 1c (if Debtor does not have a record interest):		16 Description of real estate: See Exhibit A		
17 MISCELLANEOUS:				

Schedule I

(A) The land described in Exhibit A attached hereto and made a part hereof (the "Land") as well as all development rights, air rights, water, water rights and water stock relating to the Land, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Land, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law and in equity of Mortgagor of, in and to the same, including but not limited to the other rights herein enumerated.

(B) All present and future structures, buildings, improvements and appurtenances of any kind now or hereafter situated on the Land (herein called the "Improvements") and all fixtures, fittings, apparatus, equipment and appliances of every kind and character now or hereafter attached or appertaining to the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all plumbing fixtures, ornamental and decorative fixtures, elevators, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances and sprinkling, smoke, fire and intrusion detection devices, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Mortgage, whether or not attached or affixed to the Land.

(C) All appurtenances to the Land and all rights of Mortgagor in and to any streets, roads, public places, easements or rights of way relating to the Land.

(D) All the Rents, revenues, receipts, royalties, issues, income and profits of the Land and the Improvements and all rights of Mortgagor under all present and future Leases and subleases affecting the Land and the Improvements.

(E) All proceeds and claims arising on account of any damage to or taking of the Land or any Improvements thereon or any part thereof and all causes of action and recoveries for any loss or diminution in the value of the Land or any Improvements.

(F) All building materials, equipment, fixtures, fittings and appliances of every kind and character now owned or hereafter acquired by Mortgagor for the purpose of being solely used in connection with the operation of the Improvements as a building as distinct from any business conducted within the Improvements or on the Land, whether such building materials, equipment, fixtures, fittings and appliances are actually located on or adjacent to the Land and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all lumber and lumber products, bricks, building stones and blocks, sand, cement, roofing and flooring material, paint, doors, windows, hardware, nails, insulations, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures and all gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances; and

(G) All general intangibles relating to the development or use of the Land, including, without limitation, all water and sewer allocations, all licenses, all

governmental permits relating to construction on the Land, all names under or by which the Land or any Improvements on the Land may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land.

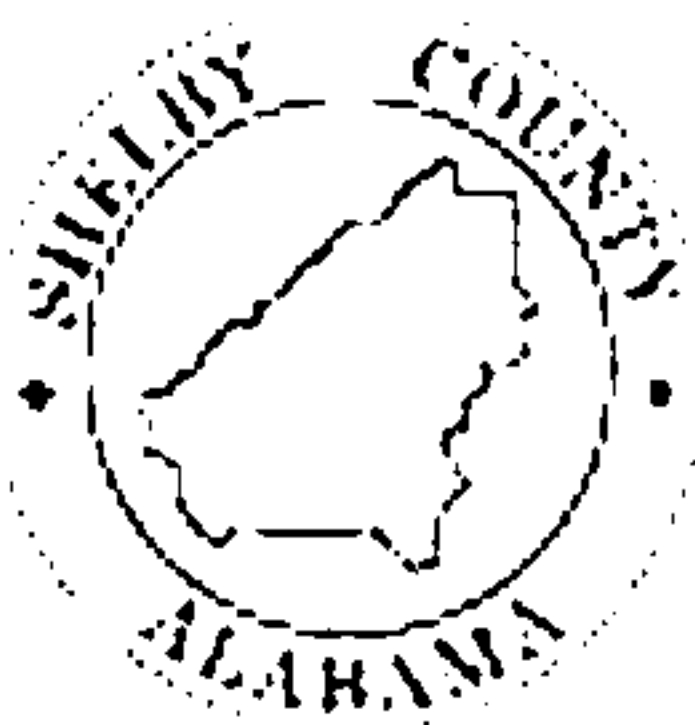
EXHIBIT A**DESCRIPTION OF REAL PROPERTY**

251 1st St South (PROPERTY 1):

Commencing at an iron rod found (CA0257LS) on the East margin of U.S. Highway 31 (100-foot right of way) and locally accepted as the Southwest corner of Lot 6, Block 2, according to the Buck Creek Cotton Mills Subdivision as recorded in Map Book 3, at Page 9; thence North 88 degrees 22 minutes 01 seconds East 165.82 feet along the South boundary of said Lot 6, Block 2, to an iron rod found (illegible); thence South 05 degrees 22 minutes 58 seconds East, 2.00 feet to an iron rod found (illegible); thence North 88 degrees 25 minutes 26 seconds East, 645.77 feet along the South margin of said Lot 6, Block 2, to an iron rod found (CA02337LS) on the West boundary of Lot 1 of the McDade-Clay Family Subdivision as recorded in Map Book 30, at Page 75; thence South 08 degrees 24 minutes 14 seconds East, 74.28 feet to an iron set (20694) and also being the POINT OF BEGINNING; thence South 88 degrees 08 minutes 42 seconds West 817.06 feet to an iron rod set (20694) on a curve to the left (Length of curve is 75.21 feet, radius is 1382.64 feet) with a chord bearing of South 7 degrees 19 minutes 13 seconds East 75.20 feet to an iron rod found (CA0237LS) at the Northwest corner of Lot 10, Block 2, according to said Buck Creek Cotton Mills Subdivision; thence North 88 degrees 13 minutes 31 seconds East, 818.61 feet along the North boundary of said Lot 10 to an iron rod found (CA0237LS) at the Northeast corner of said Lot 10, being the West boundary of the Emmanuel Temple Holiness Church, Inc. property, as recorded in Deed Book 110, at Page 195; thence North 08 degrees 24 minutes 14 seconds West, 76.51 feet along said church property and the East boundary of Section 2, to the POINT OF BEGINNING.

1 US Hwy 31 (PROPERTY 2):

Lot 10 and North 20 feet of Lot 11, in Block 2, and Lot 10 and North 20 feet of Lot 11, extending East boundary of Lot 10 and North 20 feet of Lot 11, 100 feet, beginning 180 feet from present Montgomery Highway Right of Way as shown by A.J. Grafenkamp survey of Buck Creek Cotton Mills Subdivision, as recorded in Map Book 3, Page 9 in the Probate Office of Shelby County, Alabama; Being situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/25/2024 08:13:50 AM
\$45.00 PAYGE
20241025000334200

Allie S. Bevil

Exhibit A