

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				
2025 3rd Avenue North, Suite 1000				
Birmingham, Alabama 35203	f	•		
SEE BELOW FOR SECURED PARTY CONTACT INFORM	ATION	THE ABOVE SPACE IS	FOR FILING OFFICE USE	ONLY
DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full not fit in line 1b, leave all of item 1 blank, check here and providents to the control of th	name; do not omit, modify, or abl de the individual Debtor information			
1a. ORGANIZATION'S NAME Chase Pays Cash, LLC				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD	TIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STAT	E POSTAL CODE	COUNTRY
7536 Arrowhead Lane	Trussville	AL	. 35173	USA
2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full not fit in line 2b, leave all of item 2 blank, check here	name; do not omit, modity, or abt de the Individual Debtor information			•
2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADO	TIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STAT	E POSTAL CODE	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SEC	URED PARTY): Provide only <u>one</u>	Secured Party name (3a or 3b)	
3a. ORGANIZATION'S NAME				
SouthPoint Bank				
3b, INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD	TIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STAT	E 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 to that certain mortgage recorded simultaneously herewith.

heck only if applicable and check only one box:	6b. Check only if applicable	and check <u>only</u> one box:
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility	Agricultural Lien	Non-UCC Filing
TERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/	Buyer Bailee/Bailor	Licensee/Licensor

UCC FINANCING STATEMENT ADDENDUM

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; i	if line 1b was left blank			• -
because Individual Debtor name did not fit, check here 9a. ORGANIZATION'S NAME				•
Chase Pays Cash, LLC	· · · · · · · · · · · · · · · · · · ·			•
OR 86. INDIVIDUAL'S SURNAME				
				•
FIRST PERSONAL NAME			••	•
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	THE ABOVE SPACE	IS FOR FILING OFFICE U	ISE ONLY
10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name of do not omit, modify, or abbreviate any part of the Debtor's name) and enter the m			والمرابع والمنافع والمرابع أنشار المساورة والمساورة والمساورة والمساورة والمساورة والمساورة والمساورة والمرابع	سالت السيرب النات
10a, ORGANIZATION'S NAME	······································			· .
OR 10b. INDIVIDUAL'S SURNAME			<u> </u>	
INDIVIDUAL'S FIRST PERSONAL NAME	- <u></u>		•	<u>.</u>
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	······································			SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
	NOR SECURED PARTY'S N	AME: Provide only <u>one</u> na	me (11a or 11b)	· · · · · · · · · · · · · · · · · · ·
11a. ORGANIZATION'S NAME				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDIT	ONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):				
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13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMEN	T:		· · · · · · · · · · · · · · · · · · ·
15. Name and address of a RECORD OWNER of real estate described in item 16	covers timber to be cut 16. Description of real estate:	covers as-extracted	collateral / is filed as a	lixture Ming
(if Debtor does not have a record interest):	See Exhibit A			
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7. MISCELLANEOUS:			•	
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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 2177186.1

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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.

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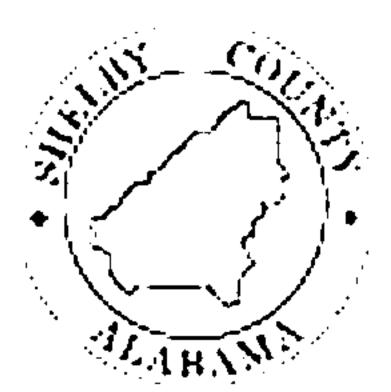
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EXHIBIT A (Mortgaged Property)

The Land referred to herein below is situated in the County of Shelby, State of Alabama and is described as follows:

Lot 49, according to the Amended Plat of Chesser Plantation, Phase 1, Sector 1, as recorded in Map Book 31, Page 21 A & B, in the Probate Office of Shelby County, Alabama.

Together with the non-exclusive easements to use the common areas as more particularly described in the Chesser Plantation Declaration of Covenants, Conditions and Restrictions recorded in Instrument # 2002-10788 in the Probate Office of Shelby County, Alabama, which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration."



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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