

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Harrison Coleman
B. E-MAIL CONTACT AT SUBMITTER (optional) harrison.coleman@colemantalley.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Coleman Talley LLP 3344 Peachtree Road NE, Suite 1950 Atlanta, GA 30326 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)

OR	1a. ORGANIZATION'S NAME Continuum Properties, LLC				
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS c/o National Registered Agents., Inc., 1209 Orange Street		CITY Wilmington	STATE DE	POSTAL CODE 19801	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)

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 Avatar Store Portfolio LLC				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 1200 Westlake Avenue		CITY Seattle	STATE WA	POSTAL CODE 98109	COUNTRY USA

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

All collateral described on Exhibit "B" attached hereto and incorporated herein by reference related to and located on, in or used in connection with 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 ☐ 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 Transmitting 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): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: 46110.307	

EXHIBIT "A" TO UCC-1 FINANCING STATEMENT

BORROWER/DEBTOR: **ALPHA-K HOLDINGS, LLC**

LENDER/SECURED PARTY: **AVATAR STORE PORTFOLIO LLC**

LEGAL DESCRIPTION

Shelby County, Alabama

The Land is described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

LOT 1, ACCORDING TO THE SURVEY OF MONTEVALLO CVS SUBDIVISION, AS RECORDED IN MAP BOOK 34, PAGE 97, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THOSE CERTAIN EASEMENT RIGHTS AS SHOWN IN THE RECIPROCAL ACCESS AND PARKING EASEMENT AGREEMENT RECORDED IN INSTRUMENT 20050405000155470 IN THE OFFICE OF THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THIS CONVEYANCE AND THE WARRANTIES HEREINAFTER CONTAINED ARE MADE SUBJECT TO THOSE MATTERS LISTED ON THE ATTACHED EXHIBIT "A" (PERMITTED EXCEPTIONS).

PERMITTED EXCEPTIONS

1. Reciprocal Access and Parking Easement and restricted use agreement, dated March 3th, 2005 and 1 recorded on April 5th, 2005 in Instrument# 20050405000155470 is transferred together with said parcel

BEING THE SAME PREMISES CONVEYED IN DEED DATED 10/16/2014 AND RECORDED 10/22/2014 AT INSTRUMENT 20141022000334140.

PROPERTY ADDRESS: 700 MAIN ST, MONTEVALLO, AL 35115

PARCEL ID: 58-27-5-21-3-305-026.001

Milwaukee County, Wisconsin

The Land is described as follows:

THE LAND IN COUNTY OF MILWAUKEE, STATE OF WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOW.

THE NORTH 330 FEET OF THE WEST 300 FEET OF THE NORTHWEST 1/4 OF SECTION 5, IN TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, EXCEPT THE NORTH 55 FEET AND THE WEST 60 FEET THEREOF AND ALSO EXCEPTING THAT PART WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 300 FEET EAST OF THE WEST LINE OF SAID 1/4 SECTION AND 55 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 SECTION, RUNNING THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION, 5 FEET TO A POINT; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID 1/4 SECTION, 230 FEET TO A POINT; THENCE SOUTHWESTERLY 14.15 FEET TO A POINT WHICH IS 60 FEET EAST OF THE WEST LINE OF SAID 1/4 SECTION AND 70 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 SECTION; THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION, 15 FEET TO A POINT, THENCE EAST AND PARALLEL TO THE NORTH LINE OF SAID 1/4 SECTION, 240 FEET TO THE PLACE OF BEGINNING AND THOSE LANDS TAKEN FOR STREET PURPOSES IN AWARD OF DAMAGES RECORDED JUNE 25, 2012 AS DOCUMENT NUMBER 10131162.

TOGETHER WITH AND SUBJECT TO EASEMENTS FOR ACCESS BY AND BETWEEN FIRST BANK FINANCIAL CENTRE AND INLAND WESTERN WEST ALLIS GREENFIELD L.L.C. RECORDED JULY 2, 2010 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN AS DOCUMENT NUMBER 9892816.

BEING THE SAME PREMISES CONVEYED IN DEED DATED 10/20/2014 AND RECORDED 10/23/2014 AT INSTRUMENT 10406074.

PROPERTY ADDRESS: 10725 W GREENFIELD AVENUE, WEST ALLIS, WI 53214

PARCEL ID: 4499983002

EXHIBIT "B" TO UCC-1 FINANCING STATEMENT

BORROWER/DEBTOR:

ALPHA-K HOLDINGS, LLC

LENDER/SECURED PARTY:

AVATAR STORE PORTFOLIO LLC

All of Borrower's present and hereafter acquired right, title and interest, if any, in and to all of the following (collectively, the "Mortgaged Property"):

(a) the Improvements: for purposes of this financing statement, the Improvements mean the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the real property more particularly described herein on Exhibit "A" (the "Land"), including any future replacements, facilities, and additions and other construction on the Land, which shall be deemed to be a portion of the security for the indebtedness described and to be secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Borrower for the benefit of Lender recorded in the real estate records of Shelby County, Alabama and that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Borrower for the benefit of Lender recorded in the real estate records of Milwaukee County, Wisconsin (collectively, the "Security Instrument");

(b) the Personalty: for purposes of this financing statement, Personalty means all of Borrower's present and hereafter acquired right, title and interest in all Goods (as such term is defined in the Security Instrument), accounts, choses of action, chattel paper, documents, general intangibles (including Software (as such term is defined in the Security Instrument)), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Land or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land;

(c) current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(d) insurance policies relating to the Mortgaged Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the

Personalty, or any other part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirements;

(e) awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, including any awards or settlements resulting from (1) Condemnation Actions, (2) any damage to the Mortgaged Property caused by governmental action that does not result in a Condemnation Action, or (3) the total or partial taking of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(f) contracts, options and other agreements for the sale of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(g) Leases (as such term is used and defined in the Security Instrument) and Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases, and all Rents (as such term is used and defined in the Security Instrument);

(h) earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Mortgage Loan (as such term is used and defined in the Security Instrument) and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(i) Imposition Deposits (as such term is used and defined in the Security Instrument);

(j) refunds or rebates of Impositions (as such term is used and defined in the Security Instrument) by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

(k) tenant security deposits;

(l) names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;

(m) Collateral Accounts (as such term is used and defined in the Security Instrument) and all Collateral Account Funds (as such term is used and defined in the Security Instrument);

(n) products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

(o) all of Borrower's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

(p) all right, title and interest of Borrower in and to each of the following items in which it has any right, title or interest, whether now owned or hereafter acquired, created or existing: (1) all Contracts, (2) all Contract Rights, (3) all Warranties, (4) all Permits and Approvals, (5) all Monies, (6) all General Intangibles, (7) all Instruments (including promissory notes), (8) all Supporting Obligations, and (9) all Proceeds and products of the foregoing. All capitalized terms set forth in this subsection (p) are defined in that certain Assignment of Contracts, Permits, Licenses, Agreements and Other Rights from Borrower for the benefit of Lender given in connection herewith.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/05/2024 02:12:39 PM
\$47.00 JOANN
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UCC Exhibits

Allen S. Bayl