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| UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS | | | | |
|--|---|---------------------------------------|--|-------------------------------|
| A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) | | | | |
| B. E-MAIL CONTACT AT SUBMITTER (optional) | | | | |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) | | | | |
| Business Lending Dept., Avadian Credit Union P. O. Box 360287 | | | | |
| Birmingham, Alabama 35236 | | | | |
| SEE BELOW FOR SECURED PARTY CONTACT INFORMAT | ION THE ABOVE OF | 340E (0 E0) | | |
| | | _ | R FILING OFFICE USE ON | |
| 1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full 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 t | rt of the Debte he Financing S | or's name); if any part of the last statement Addendum (Form L | Individual Debtor's JCC1Ad) |
| 1a. ORGANIZATION'S NAME | | · · · · · · · · · · · · · · · · · · · | | |
| Infinity Holdings LLC | | | | |
| 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | | SUFFIX |
| 1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| 78 Cogswell Avenue | Pell City | AL | 35125 | USA |
| 2a. ORGANIZATION'S NAME | name; do not omit, modify, or abbreviate any par the Individual Debtor information in item 10 of t | t of the Debto | or's name); if any part of the I | ndividual Debtor's JCC1Ad) |
| 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIO | NAL NAME(S)/INITIAL(S) | SUFFIX |
| 2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| 3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURE | ED PARTVI: Provide only one Coursed Development | - 10 01-1 | | |
| 3a. ORGANIZATION'S NAME | TED FART 17. Frovide only one Secured Party nan | e (3a or 3b) | <u>. </u> | |
| Avadian Credit Union | | | | |
| OR Зь. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIO | NAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| P. O. Box 360287 | Birmingham | AL | 35236 | USA |
| 4. COLLATERAL: This financing statement covers the following collateral: SEE A PART HEREOF 5. Check only if applicable and check only one box: Collateral is held in a Trust (| | | | |
| | · · · · · · · · · · · · · · · · · · · | | ed by a Decedent's Personal I | |
| 6a. Check only if applicable and check only one box: Description: Manufactured-Home Transaction | | | f applicable and check <u>only</u> or | |
| 7 44 750444 79 47 8 60 60 40 40 70 70 70 70 70 70 70 70 70 70 70 70 70 | A Debtor is a Transmitting Utility Consignee/Consignor Seller/Buyer | | ural Lien Non-UCC F | |
| 8. OPTIONAL FILER REFERENCE DATA: | | | ee/Bailor License | ee/Licensor |
| | · · · · · · · · · · · · · · · · · · · | | | |

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 9a. ORGANIZATION'S NAME Infinity Holdings LLC 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 one 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 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 one name (11a or 11b) 11a. ORGANIZATION'S NAME 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. 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 as-extracted collateral is filed as a fixture filing 15. Name and address of a RECORD OWNER of real estate described in item 16 16. Description of real estate: (if Debtor does not have a record interest): The goods are or are to become fixtures on: SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

17. MISCELLANEOUS:

EXHIBIT "A"

All personal property, rights and interest listed below together with any other property, rights or interest listed in any mortgage from the Debtor to the Secured Party encumbering the hereinafter described real property (the "Property") including, but not limited to, the following:

- 1. All buildings and improvements of every kind and description now or hereafter erected or placed on the Property and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon; all fixtures and equipment now or hereafter owned by Debtor and attached to or contained in and used in connection with the Property, including but not limited to all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, mechanical refrigerators, awnings, shades screens, Venetian blinds, all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning, hot water heating and sprinkler equipment and fixtures and appurtenances thereto; all built-in equipment and built-in furniture; and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to the Property or building or buildings in any manner.
- 2. All right, title and interest of Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on the Property or under or above the same or any part or parcel thereof.
- 3. All contracts and contract rights and accounts of Debtor now or hereafter arising from contracts now or hereafter entered into in connection with the development, construction upon or operation of the Property (including, without limitation, all deposits held by or on behalf of the Debtor, and all management, franchise, and service agreements related to the business now or hereafter conducted by the Debtor on the Property).
- 4. All of Debtor's interest in all utility security deposits or bonds on the Property or any part or parcel thereof.
- 5. All property and hazard insurance covering the above Property and collateral, together with any and all extensions and replacements thereof, and any and all rights thereunder; and any and all rights of subrogation provided by any mortgage from the Debtor to Secured Party covering the Property.
- 6. Any monies in any escrow accounts established or accrued pursuant to any mortgage from the Debtor to the Secured Party.
- 7. Any damages awarded pursuant to condemnation or eminent domain proceedings with respect to the Property.
- 8. All of Debtor's right, title and interest as lessor in and to all leases or rental arrangements of the Property, or any part thereof, heretofore made and entered into, and in and to all leases or rental arrangements hereafter made and entered into by or on behalf of Debtor, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or rental arrangements and including all present and future security deposits and advance rentals.
- 9. All of Debtor's right, title and interest as seller in and to all agreements for the sale of the Property, or any part thereof, heretofore made and entered into, and in and to all sale agreements hereafter made and entered into, by or on behalf of Debtor, together with all deposits and payments in connection therewith.

The Property includes, but is not limited to, that certain real property being more particularly described on the following page:

EXHIBIT A

Property 1

Lot 2, Block 1, according to Resurvey of Breckenridge Park, as recorded in Map Book 9, Page 110, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Property 2

Lot 25-A, according to a resurvey of Lots 21, 22, 23, 24, Part of Lot 25 and vacated portion of Cahaba Manor Trail, Cahaba Manor Trail Homes, 3rd Addition, as recorded in Map Book 10, Page 73, 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
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