

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 20279 - COMPASS BANK	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	49607630 ALAL FIXTURE
File with: Shelby, AL	

20150903000308480 1/7 \$.00
Shelby Cnty Judge of Probate, AL
09/03/2015 01:09:21 PM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20121116000440700 11/16/2012 CC AL Shelby	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
2. <input checked="" type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement	
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, <u>and</u> address of Assignee in item 7c <u>and</u> name of Assignor in item 9 For partial assignment, complete items 7 and 9 <u>and</u> also indicate affected collateral in item 8	
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law	
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes: <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record <u>AND</u> Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a or 7b <u>and</u> item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, <u>and</u> item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b	
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)	
6a. ORGANIZATION'S NAME MAC I, LLC	
OR	6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)	
7a. ORGANIZATION'S NAME	
OR	7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY	
8. <input type="checkbox"/> COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:	

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor	
9a. ORGANIZATION'S NAME Compass Bank	
OR	9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
10. OPTIONAL FILER REFERENCE DATA: Debtor Name: MAC I, LLC 49607630 01518 77-0010206330-42	

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

20121116000440700 11/16/2012 CC AL Shelby

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

Compass Bank

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME

MAC I, LLC

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):
Debtor Name and Address:
MAC I, LLC - 5501 CARDINAL STREET , TRUSSVILLE, AL 35173

Secured Party Name and Address:
Compass Bank - PO BOX 10566 , Birmingham, AL 35296

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

17. Description of real estate:
SEE ATTACHED EXHIBIT "A" & "B"

77-10206330-42
C#01518



20121207001323930 1/5
Bk: LR201219 Pg:25819
Jefferson County, Alabama
I certify this instrument filed on
12/07/2012 01:11:25 PM UCC 7
Judge of Probate- Alan L. King

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Corbitt Tate (205) 251-8100	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Corbitt Tate Balch & Bingham LLP P. O. Box 306 Birmingham, AL 35201-0306	



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1a. INITIAL FINANCING STATEMENT FILE #
20061201000585170 filed on 12/01/2006

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
☒ REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.
☐ CHANGE name and/or address: Give current record name in Item 6a or 6b; also give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c. ☐ DELETE name: Give record name to be deleted in Item 6a or 6b. ☐ ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
ADDL INFO RE ORGANIZATION DEBTOR		7d. TYPE OF ORGANIZATION	7e. JURISDICTION OF ORGANIZATION		7f. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☒ related collateral description, or describe collateral ☐ assigned.

All that collateral more particularly described in Exhibit A, attached hereto and made a part hereof.

4 pages attached (Exhibit A and Exhibit B)

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Compass Bank				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Debtor: MAC I, LLC

File with Shelby County Judge of Probate

EXHIBIT A

Description of Collateral

- (a) All that tract or parcel or parcels of land and estates particularly described on **Exhibit B** attached hereto and made a part hereof (the "Fee Land") and the leasehold estates created under the lease agreements (collectively, the "Lease") and, to the extent of any present or after acquired interest of the Debtor in the real property subject to the lease agreements and described on **Exhibit B** (the "Leased Land" together with the Fee Land, the "Land");
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");
- (c) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
- (i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and


Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party hereby is authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(f) All of Debtor's leasehold estate, rights titles and interests, all cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above, including, but not limited to, the Debtor's leasehold estate and other rights, titles and interests under or pursuant to the Lease, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above and further without limitation to the generality of the foregoing, all of the rights and options of the Debtor (i) to terminate, renew or extend the Lease, (ii) to purchase the properties, or any portion thereof, subject to the Lease (whether solely at the mortgagor's option, upon specified events or otherwise), and (iii) to obtain the release from the Lease of any and all portions of the properties subject to the Lease (whether solely at the mortgagor's option, upon specified events or otherwise)(herein sometime referred to as the "Lease Rights").

Exhibit B

Description of Land


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PARCEL II:

A parcel of land situated in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 19 South, Range 3 West Jefferson County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 19 South, Range 3 West; thence in a Westerly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ for a distance of 250 feet; thence at an angle to the left of 90 degrees 54 minutes and in a Southerly direction for a distance of 121.40 feet to the point of beginning of the property herein described; thence continue along last described course for a distance of 305.60 feet; thence at an angle to the right of 90 degrees 54 minutes and in a Westerly direction for a distance of 188.87 feet to a point on the Easterly right of way of U.S. Highway No. 31 South; thence an angle to the right of 66 degrees 49 minutes and in a Northwesterly direction for a distance of 152.19 feet along said right of way; thence at an angle to the right of 24 degrees 24 minutes and in a Northerly direction along said Easterly right of way of U.S. Highway No. 31 South for a distance of 165.60 feet; thence at an angle to the right of 88 degrees 50 minutes and in an Easterly direction for a distance of 240.61 feet to the point of beginning.

Less and except a portion of described tract conveyed to James E. Sharp by Warranty Deed dated September 20, 1971, as recorded in Real Volume 752, Page 869, in the Jefferson County, Alabama Courthouse and described, to-wit:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 19 South, Range 3 West in Jefferson County, Alabama, thence run South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 435.71 feet; thence 91 degrees 43 minutes 30 seconds right and run West for 251.07 feet to the point of beginning of the tract herein described; thence continue West along the last stated course for 189.24 feet to the point of the Easterly right of way line of U.S. Highway #31 South; thence 65 degrees 55 minutes right and run Northwesterly along said right of way line for 141.89 feet; thence 111 degrees 36 minutes 45 seconds right and East for 242.65 feet; thence 90 degrees 32 minutes 37 $\frac{1}{2}$ seconds right and run South for 140 feet to the point of beginning.


PARCEL III:

Parcel II: Lots 15 to 22, both inclusive, Block "K", according to the Map of William Davies Second Addition as recorded in Map Book 16, Page 9, in the Probate Office of Jefferson County, Alabama.

PARCEL IV:

Lot 1 and part of Lot 2, Block 749, according to the Survey of the City of Birmingham, as made by the Elyton Land Company, being more particularly described as follows:


Being at the intersection of the Westerly right of way line of Highland Avenue and the Northerly right of way line of 22nd Avenue South, said point being the Southeast corner of said Lot 1; thence run in a Northwesterly direction along said Northerly right of way line of 22nd Avenue South for 200.00 feet to a point on the Easterly right of way line of a 20 foot wide alley; thence to the right with an interior angle of 95 degrees 45 minutes and run Northeasterly along said alley right of way line for 165.95 feet; thence to the right with interior angle of 84 degrees 15 minutes and run Southeasterly for 200.00 feet to a point on the Westerly right of way line of Highland Avenue;



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thence to the right with an interior angle of 95 degrees 45 minutes and run Southwesterly along said right of way line of Highland Avenue for 165.95 feet to the point of beginning.

PARCEL V:

Commence at the Southwest corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence run North along the West line of said section for a distance of 1295.37 feet; thence run North 78 degrees 39 minutes 13 seconds East for a distance of 590.19 feet to a concrete monument on the Northeasterly right of way of U.S. Highway No. 280 at station 181+00, said point being the point of beginning; from the point of beginning thus obtained run North 60 degrees 38 minutes 07 seconds East along the Northwesterly right of way line of U.S. Highway No. 280 for a distance of 150.23 feet to a concrete monument on the Northwesterly right of way line of Alabama Highway No. 119 at station 13+24.60; thence run North 21 degrees 09 minutes 07 seconds East along the Northwesterly right of way line of Alabama Highway No. 119 for a distance of 65.85 feet; thence run North 64 degrees 43 minutes 19 seconds West for a distance of 298.82 feet; thence run South 21 degrees 09 minutes 07 seconds West for a distance of 216.54 feet; thence run South 59 degrees 47 minutes 53 seconds East along the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 80.32 feet to a concrete monument at station 180+00; thence run South 80 degrees 42 minutes 35 seconds East along the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 125.89 feet to the point of beginning.


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20121207001323930 5/5
BK: LR201219 Pg:25819
Jefferson County, Alabama
12/07/2012 01:11:25 PM UCC 7
Fee - \$39.00

Total of Fees and Taxes-\$39.00
LYNN