

STATE OF ALABAMA - UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: 10	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
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1. Return copy or recorded original to: Stephen W. Stallcup, Esq. Maynard, Cooper & Gale, P.C. 1901 Sixth Avenue North, Suite 2400 Birmingham, AL 35203 Pre-paid Acct. # _____	<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 2001-04485 02/07/2001-04485 03:57 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 011 HNB 25.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) The Terrace, LLC c/o: Rita Ann Kollars 7 Hazeltine Walk Shoal Creek, Alabama 35242 Social Security/Tax ID # _____	
2A. Name and Address of Debtor (if any) (Last Name First if a Person) Social Security/Tax ID # _____	
3. SECURED PARTY (Last Name First if a Person) National Bank of Commerce of Birmingham 1927 First Avenue North Birmingham, Alabama 35203 Attn: Mr. Cotten Volman Social Security/Tax ID # _____	4. ASSIGNEE OF SECURED PARTY (If any) (Last Name First if a Person)

☐ Additional secured parties on attached UCC-E

5.	<input type="checkbox"/> This statement refers to original Financing Statement bearing File No. <u>2000-14522</u> Filed with <u>Shelby County Judge of Probate</u>	Date Filed	<u>5/3</u>	2000
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6.	<input type="checkbox"/> Continuation	The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
7.	<input type="checkbox"/> Termination	Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
8.	<input type="checkbox"/> Partial or <input type="checkbox"/> Full	The Secured Party's right under the financing statement bearing file number shown above to the property described in item 11 or to all of the property listed on this file, is assigned to the assignee whose name and address appears in item 4.
9.	<input checked="" type="checkbox"/> Amendment	Financing statement bearing the file number shown above is amended as set forth in item 11.
10.	<input type="checkbox"/> Partial Release	Secured Party releases the collateral described in item 11 from the financing statement bearing file number shown above.

11. This UCC-3 is being filed to amend that certain financing statement bearing the above-referenced file number (the "Original Filing") to perfect the Secured Party's lien against certain additional collateral by replacing the Schedules attached to the Original Filing with Schedules I, II and III attached hereto. Except as hereby expressly modified and amended, the original financing statement shall remain in full force and effect in accordance with its terms. Check X if covered <input type="checkbox"/> Products of Collateral are also covered	11A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> _____ _____ _____ _____ _____ _____ </div> <div style="width: 45%;"> _____ _____ _____ _____ _____ _____ </div> </div>
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***SEE ATTACHED SIGNATURE PAGE**

Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies)
Signature(s) of Debtor(s) (necessary only if item 9 is applicable)	Signature(s) of Secured Party(ies)
Type Name of Individual or Business	Type Name of Individual or Business

UCC SIGNATURE PAGE

DEBTOR:

THE TERRACE, LLC

By: Rita S. Kellars
Its: Sole member

LENDER:

**NATIONAL BANK OF COMMERCE OF
BIRMINGHAM**

By: C. Cotton Blay
Its: Vice President

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land**. The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements**. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property**. All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located; including: (i) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (ii) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm

systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Construction Documents.** The Construction Contracts, the Architect Contracts, the Plans and the other Construction Documents.

(i) **Loan Funds, etc.** (1) All loan funds held by the Lender, whether or not disbursed, (2) all funds from time to time on deposit in the construction account, (3) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Project, and (4) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.

(j) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing and all rights of the Borrower to modify or terminate, or waive or release performance or observance of any obligations or condition of any such document.

(k) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, the following terms are defined as follows:

(a) **Architect Contracts** means all contracts between the Architects and the Borrower providing for the design of the Project, the preparation of the Plans, the supervision of the construction of the Project and the provision of any other architectural services or products related to the Project.

(b) **Architects** means the architects for the Project, or any portion thereof, each of which must be an architect or architectural firm satisfactory to the Lender.

(c) **Borrower** means the debtor(s) described in this financing statement.

(d) **Construction Contracts** means the contracts between the Contractors and the Borrower providing for the construction of the Project, or any portion thereof.

(e) **Construction Documents** means (1) all plans and specifications for the Project, or any portion thereof (including the Plans); (2) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (3) all contracts to which the Borrower is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (4) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; (5) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Borrower is not a party; (6) all payment and performance bonds relating to any of the Project; (7) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (8) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder.

(f) **Contractors** means any person who enters into contracts with the Borrower to construct, install, equip or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Lender.

(g) **Engineers** means any engineers for the Project, or any portion thereof, each of which must be an engineer or engineering firm satisfactory to the Lender.

(h) **Lender** means the secured party described in this financing statement.

(i) **Plans** means the final working plans and specifications for constructing and developing the Project prepared by Architects and Engineers approved by the Lender or other persons acceptable to the Lender, and all amendments and modifications thereto.

(j) **Project** means a certain project consisting of Improvements to be financed in whole or in part with the proceeds of the Loan and to be constructed in accordance with the Plans on the Land, together with all related utilities, roads and other off-site Improvements, if any, said project being generally described as follows: 21,267 square foot retail shopping center.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Borrower is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

**SCHEDULE II
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibit A attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Borrower is the lessor or sublessor, including the existing leases, if any, described on Exhibit B attached hereto and made a part hereof (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Borrower of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Borrower may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Borrower for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Borrower may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and

(d) any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

As used in this Schedule II, **Borrower** means the debtor(s) described in this financing statement.

SCHEDULE III

TO FINANCING STATEMENT

The Property covered by this financing statement includes all the Borrower's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Borrower, and whether now existing or hereafter incurred, created, arising or entered into:

- (a) all Equipment, Fixtures, Inventory and other Tangible Property of the Borrower, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;
- (b) all Accounts, Contracts and General Intangibles of the Borrower;
- (c) all of the Borrower's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;
- (d) all moneys of the Borrower, all Deposit Accounts of the Borrower in which such moneys may at any time be on deposit or held, all investments or securities of the Borrower in which such moneys may at any time be invested and all certificates, instruments and documents of the Borrower from time to time representing or evidencing any such moneys;
- (e) any other property of the Borrower now or hereafter held by the Lender or by others for the Lender's account;
- (f) all interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing granting clauses, whether paid or accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code, and all instruments delivered to the Lender in substitution for or in addition to any such property; and
- (g) all books, documents, files, ledgers and records (whether on computer or otherwise) covering or otherwise related to any of the property described in the foregoing paragraphs.

Definitions

As used in this Schedule I the following terms shall have the respective meanings assigned to them as follows:

Account Debtor includes any buyer or lessee of Inventory from the Borrower, any customer for whom services are rendered or materials furnished by the Borrower and any other person obligated to the Borrower on an Account.

Accounts means any and all rights of the Borrower to the payment of money, whether or not evidenced by an instrument or chattel paper and whether or not earned by performance, including a right to payment for goods sold or leased or for services rendered by the Borrower and a right to any amount payable under a Contract.

Borrower means the debtor(s) described in this Financing Statement.

Contracts means all Leases, documents, instruments and chattel paper of the Borrower, including any of the same that relate to any Equipment, Fixtures, Inventory, General Intangibles or other property described in the granting clauses set out in Section 2.1, or secure any Accounts, or in connection with which Accounts exist or may be created.

Deposit Accounts means all bank accounts and other deposit accounts and lock boxes of the Borrower, including any of the same established for the benefit of the Lender, including the Collateral Reserve Account established under Section 4.8 of the Security Agreement (General) between the Borrower and the Lender dated February ____, 2001.

Equipment means all of the Borrower's equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements and all other goods and tangible personal property of every kind and nature (other than Inventory and Fixtures), and all improvements, additions, accessions and appurtenances thereto.

Fixtures means all goods of the Borrower that become so related to particular real estate that an interest in them arises under real estate law, including any such goods affixed to the real estate described in Exhibit A.

General Intangibles means all choses in action, causes of action and other assignable intangible property of the Borrower of every kind and nature (other than Accounts and Contracts), including corporate, partnership, limited liability company and other business records, good will, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, service marks, logos, copyrights, copyright applications, registrations, software, licenses, permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter of credit or other security held by or granted to the Borrower to secure payment of Accounts and Contracts.

Inventory means all goods, merchandise and other personal property held by the Borrower for sale or lease or furnished or to be furnished by the Borrower under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in the Borrower's present or any future business, and all such property returned to or repossessed or stopped in transit by the Borrower, whether in transit or in the constructive, actual or exclusive possession of the Borrower or of the Lender or held by the Borrower or any other person for the Lender's account and wherever the same may be located, including all such property that may now or hereafter be located on the premises of

the Borrower or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties.

Leases means (1) all leases and use agreements of personal property entered into by the Borrower as lessor with other persons as lessees, and all rights of the Borrower under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code; and (2) all leases and use agreements of personal property entered into by the Borrower as lessee with other persons as lessor, and all rights, titles and interests of the Borrower thereunder, including the leasehold interest of the Borrower in such property and all options to purchase such property or to extend any such lease or agreement.

Lender means the secured party described in this Financing Statement.

Tangible Property means all Equipment, Fixtures Inventory and other tangible personal property of the Borrower.

EXHIBIT A

Parcel I

Lot 1, according to the Survey of Lots 1 thru 7, Greystone Highlands Commercial Subdivision, as recorded in Map Book 20, Page 25, in the Probate Office of SHELBY County, ALABAMA.

Parcel II

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 1 EST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION LINE FOR 407.30 FEET TO A 3/4 INCH REBAR, SAID REBAR BEING THE NORTHEASTERN CORNER OF LOT 1, GREYSTONE HIGHLANDS COMMERCIAL SUBDIVISION, AS RECORDED IN MAP BOOK 20, PAGE 25, IN THE OFFICE OF THE PROBATE JUDGE OF SHELBY COUNTY, ALABAMA, AND THE POINT OF BEGINNING OF AN CROSS PARKING AND INGRESS/EGRESS EASEMENT; THENCE RUN WESTERLY ALONG SAME SECTION LINE AND NORTHERLY LINE OF SAID LOT 1 FOR 200.00 FEET THENCE TURN 110°49'27" TO THE RIGHT AND RUN NORTHEASTERLY 164.53 FEET TO A POINT; THENCE TURN 57°00'43" TO THE LEFT AND RUN NORTHERLY FOR 59.27 FEET TO A POINT, THENCE TURN AN ANGLE OF 64°08'37" TO THE RIGHT AND RUN NORTHEASTERLY FOR 53.37 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 280; THENCE TURN 118°55'59" TO THE RIGHT TO BECOME TANGENT TO A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2,714.79 FEET AND SUBTENDING A CENTRAL ANGLE OF 2°58'53"; THENCE RUN ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 280 FOR 141.25 FEET TO A CONCRETE RIGHT OF WAY MONUMENT AND END OF SAID CURVE; THENCE TURN AN INTERIOR ANGLE OF 174°19'28" FROM TANGENT OF THE LAST DESCRIBED CURVE AND RUN ALONG SAID SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 280 FOR 143.10 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 23,112.6 SQUARE FEET, MORE OR LESS.

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SHELBY COUNTY JUDGE OF PROBATE
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