

Shelby

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Randolph H. Lanier 205-226-3487	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Randolph H. Lanier Balch & Bingham LLP 1901 Sixth Avenue North, Suite 2600 Birmingham, Alabama 35223	

Inst # 2002-13463

03/21/2002-13463
04:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 31.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # No. 2001 - 10125, Filed 03/21/2001 -- Shelby County, AL

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
7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

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

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

The collateral is restated in its entirety as follows:

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

4 pages attached (including 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 (Secured Party), Southmark Properties, L.L.C. and Interstate Restaurant Investors, L.L.P. (Debtors)				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

EXHIBIT A
DESCRIPTION OF COLLATERAL

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit B-2**, 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 and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in **Exhibit B-2** or not and whether in storage or otherwise wheresoever the same may be located;
- (b) All accounts, general intangibles, contracts and contract rights relating to the property described on **Exhibit B-2** and the improvements thereon, 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 real property described on **Exhibit B-2** and the improvements thereon;
- (c) 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, rights, titles, interest, 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 or hereafter acquired by the Debtor, 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, 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 Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default beyond any applicable grace period under any loan documents executed in connection herewith, the right to receive and retain the rents, issues and profits thereof; and
 - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf 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 reasonable attorney's 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.

- (d) 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 property described on **Exhibit B-2** and the improvements thereon, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (e) all contracts now or hereafter arising or executed or delivered for the purchase and sale of the property described on **Exhibit B-2** hereto or any portion thereof, together with all security/earnest money deposits (including, without limitation, letters of credit and renewals or replacements thereof) paid or delivered pursuant to such contracts;
- (f) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a) - (e) above, including, but not limited to, 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) - (f) above.

Debtor hereby grants Secured Party a security interest in the foregoing (the “**Collateral**”).

It is the intent of this instrument to, and Secured Party hereby does, release from Financing Statement No. 2001-10125 all collateral relating to any real property which is not described on Exhibit B-2 hereto.

Record Owner of Real Estate: **Southmark Properties, L.L.C.**, an Alabama limited liability company and **Interstate Restaurant Investors, L.L.P.**, an Alabama limited liability partnership

EXHIBIT B-2

Description of Real Property

"1.60 acre Parcel"

Commence at the NW corner of said Section 24, Township 20 South, Range 3 West; thence S 87 deg. 46 min. 00 sec. E a distance of 1669.02 feet; thence S 18 deg. 40 min. 00 sec. W a distance of 190.46 feet; thence S 11 deg. 40 min. 00 sec. W a distance of 369.40 feet; thence N 81 deg. 15 min. 00 sec. E a distance of 37.50 feet; thence S 14 deg. 37 min. 00 sec. W a distance of 75.00 feet; thence S 81 deg. 15 min. 00 sec. W a distance of 37.50 feet; thence S 11 deg. 50 min. 58 sec. W a distance of 209.97 feet; thence S 17 deg. 12 min. 34 sec. W a distance of 410.69 feet; thence S 3 deg. 59 min. 34 sec. W a distance of 609.44 feet to the point of beginning; thence continue along last described course a distance of 58.12 feet; thence N 81 deg. 02 min. 26 sec. W a distance of 246.20 feet; thence S 39 deg. 02 min. 26 sec. E a distance of 359.54 feet; thence N 52 deg. 53 min. 34 sec. E a distance of 307.97 feet; thence N 19 deg. 57 min. 38 sec. E a distance of 41.95 feet to a point lying on the Southerly right of way line of a CSX Railroad right of way (100 foot right of way); thence N 72 deg. 52 min. 51 sec. W along said right of way line a distance of 250.24 feet to the point of beginning; being situated in Shelby County, Alabama

".32 acre Parcel"

Commence at the NW corner of said Section 24, Township 20 South, Range 3 West; thence 87 deg. 46 min. 00 sec. East a distance of 1,669.02 feet; thence South 18 deg. 40 min. 00 sec. West a distance of 190.46 feet; thence South 11 deg. 40 min. 00 sec. West a distance of 369.40 feet; thence North 81 deg. 15 min. 00 sec. East a distance of 37.50 feet; thence South 14 deg. 37 min. 00 sec. West a distance of 75.00 feet; thence South 81 deg. 15 min. 00 sec. West a distance of 37.50 feet; thence South 11 deg. 50 min. 58 sec. West a distance of 209.97 feet; thence South 17 deg. 12 min. 34 sec. West a distance of 410.69 feet; thence South 3 deg. 59 min. 34 sec. West a distance of 509.60 feet to a point lying on the southerly right of way line of Shelby County Highway # 52 (variable right of way), said point also lying on a curve to the right having a radius of 1,917.89 feet, a central angle of 00 deg. 42 min. 01 sec. and subtended by a chord which bears North 66 deg. 05 min. 40 sec. West, a chord distance of 23.44 feet; thence along the arc of said curve and along said right of way line a distance of 23.44 feet to a point, said point being the point of beginning and lying on aforesaid curve; having a central angle of 00 deg. 29 min. 31 sec. and subtended by a chord which bears North 65 deg. 29 min. 54 sec. West, a chord distance of 16.47 feet; thence continue along the arc of said curve and along said right of way line a distance of 16.47 feet to the beginning of a compound curve to the right having a radius of 786.67 feet, a central angle of 26 deg. 37 min. 37 sec. and subtended by a chord which bears North 52 deg. 51 min. 19 sec. West, a chord distance of 362.31 feet; thence along the arc of said curve and along said right of way line a distance of 365.59 feet to its intersection with the easterly right of way line of U. S. Highway # 31 (variable right of way); thence, leaving said southerly right of way line and along said easterly right of way line South 10 deg. 09 min. 19 sec. West a distance of 105.95 feet to its intersection with the Northerly right of way line of a CSX Railroad right of way (100 foot right of way), said point also lying on a curve to the left having a radius of 1,357.53 feet, a central angle of 3 deg. 58 min. 00 sec. and subtended by a chord which bears South 65 deg. 26 min. 43 sec. East, a chord distance of 93.96 feet; thence, leaving said easterly right of way line and along said northerly railroad right of way line and along the arc of said curve a distance of 93.98 feet to the beginning of a compound curve to the left having a radius of

1,957.53 feet, a central angle of 5 deg. 27 min. 08 sec. and subtended by a chord which bears South 70 deg. 09 min. 17 sec. East, a chord distance of 186.21 feet; thence along the arc of said curve and along said railroad right of way line a distance of 186.28 feet; thence South 72 deg. 52 min. 51 sec. East, along said railroad right of way line a distance of 64.72 feet to the point of beginning.

"1.66 acre Parcel"

Commence at the NW corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence South 87 deg. 46 min. 00 sec. East a distance of 1,669.02 feet; thence South 18 deg. 40 min. 00 sec. West, a distance of 190.46 feet; thence South 11 deg. 40 min. 00 sec. West, a distance of 369.40 feet; thence North 81 deg. 15 min. 00 sec. East, a distance of 37.50 feet; thence South 14 deg. 37 min. 00 sec. West a distance of 75.00 feet to the Point of Beginning; thence South 81 deg. 15 min. 00 sec. West a distance of 350.40 feet to a point lying on the northerly right of way line of a City of Pelham street; thence South 79 deg. 01 min. 44 sec. East along said right of way line a distance of 440.43 feet to the point of beginning of a curve to the right having a central angle of 5 deg. 45 min. 09 sec., a radius of 550.00 feet and subtended by a chord which bears South 76 deg. 09 min. 10 sec. East a chord distance of 55.20 feet; thence along said curve and continuing along said right of way line a distance of 55.22 feet to the end of said curve; thence South 73 deg. 16 min. 36 sec. East and continuing along said right of way line a distance of 81.87 feet to the point of beginning of a curve to the left having a central angle of 92 deg. 16 min. 58 sec., a radius of 45.00 feet and subtended by a chord which bears North 60 deg. 33 min. 03 sec. East a chord distance of 64.89 feet; thence along said curve and continuing along said right of way line a distance of 72.48 feet to the end of said curve, said point also being the point of intersection of said right of way line and the Westerly right of way line of Shelby County Road No. 33; thence North 14 deg. 26 min. 26 sec. East, and leaving said City of Pelham right of way line along said Shelby County Right of way line a distance of 19.48 feet; thence North 14 deg. 35 min. 24 sec. East and continuing along said Shelby County right of way line a distance of 136.71 feet; thence North 12 deg. 43 min. 00 sec. East and continuing along said right of way line a distance of 41.58 feet; thence South 81 deg. 15 min. 00 sec. West and leaving said right of way line a distance of 326.28 feet to the point of beginning.

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