

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] John L. Hartman, III (205) 879-0500	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) JOHN L. HARTMAN, III Hartman & Springfield P. O. Box 846 Birmingham, AL 35201-0846	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 20021029000534190		1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input checked="" type="checkbox"/>			
2. <input type="checkbox"/> 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. <input type="checkbox"/> 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. <input type="checkbox"/> 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 <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> 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. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> 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 <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input checked="" type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.					

This FINANCING STATEMENT amends the legal description of the original collateral described on Exhibit "A"

Schedule 1 attached hereto and with original remains unchanged.

Filed as Additional Security for Mortgage recorded October 29, 2002, Instrument #20021029000534170, amended November 14, 2002, Instrument #20021114000569870 and amended this date, on which tax has been paid.

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 <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.				
9a. ORGANIZATION'S NAME AmSouth Bank, an Alabama state chartered bank				
OR				
9b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
10. OPTIONAL FILER REFERENCE DATA				

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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	7e. TYPE OF ORGANIZATION
ADD'L INFO RE ORGANIZATION DEBTOR	7f. JURISDICTION OF ORGANIZATION
7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input checked="" type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.	

This FINANCING STATEMENT amends the legal description of the original collateral described on Exhibit "A"

Schedule 1 attached hereto and with original remains unchanged.

Filed as Additional Security for Mortgage recorded October 29, 2002, Instrument #20021029000534170, amended November 14, 2002, Instrument #20021114000569870 and amended this date, on which tax has been paid.

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 <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME AmSouth Bank, an Alabama state chartered bank			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
10. OPTIONAL FILER REFERENCE DATA			

AMENDMENT
Instrument #20021029000534190

SCHEDULE I
TO
UCC-1

(Caldwell-Valley, LLC)

Hereinafter said real estate, buildings, improvements (including improvements to be made hereafter), and fixtures hereinbelow described and located on said real estate, described on Exhibit A attached hereto and made a part hereof, are sometimes collectively referred to as the "Premises".

TOGETHER with all of Debtor's gas and electrical fixtures, heaters, space heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air conditioning, plumbing and heating fixtures, drapes, mirrors, mantles, refrigerating plants, dishwashers and appurtenances, and all building material and equipment now or hereafter delivered to the Premises and intended to be installed therein; such other goods, furnishings, equipment now or hereafter delivered to the Premises and intended to be installed therein; such other furniture, fixtures, goods, equipment, chattels and personal property as are usually furnished by landlords in the letting of all or any portion of the Premises of the character currently owned by Debtor (or as hereafter improved) and all renewals or replacements thereof or articles in substitution thereof and all of the estate, right, title and interest of the Debtor in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the operation thereof, all of which shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and secured by this UCC-1 financing statement.

TOGETHER with all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, including but not limited to, all of Debtor's sewer capacity rights, all other capacity rights, and Debtor's rights under contracts, all building permits, D.O.T. driveway permits, and other permits, agreements, approvals, utility commitments, licenses and all other documents, payments, fees, impact fees, prepaid tap fees, commitment fees, deposits and sums paid affecting the Premises, and all rents, accounts and accounts receivable, profits, issues, revenues of the Premises from time to time accruing, whether under leases or tenancies or other agreements now existing or hereafter created, including the Collateral Assignment of Leases, Rents and Contract Rights of even date herewith between Debtor and Secured Party (hereinafter the "Assignment"), reserving only the right to the Debtor to collect the same so long as the Debtor is not in default hereunder (subject to the qualification set forth in that certain Assignment) and so long as the same are not subjected to garnishment levy, attachment or lien. In addition, the Debtor hereby assigns, transfers and conveys to Secured Party, its successors and assigns, all of the Debtor's right, title and interest in, to and under all leases now or hereafter leasing or affecting the Premises or any part hereof.

AMENDMENT
Instrument #20021029000534190

20030911000609090 Pg 4/4 32.00
Shelby Cnty Judge of Probate, AL
09/11/2003 08:53:00 FILED/CERTIFIED

EXHIBIT "A"

Parcel I:

A tract of land situated in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said quarter-quarter section and run North $00^{\circ} 00' 32''$ West along the West line of said quarter-quarter section for a distance of 517.05 feet; thence run North $89^{\circ} 31' 43''$ East for 69.33 feet to the point of beginning of the tract of land herein described; thence continue along the last described course for 191.85 feet; thence run South $00^{\circ} 28' 18''$ East for 109.88 feet; thence run North $89^{\circ} 31' 42''$ East for 0.58 feet; thence run South $00^{\circ} 28' 18''$ East for 115.29 feet; thence run South $29^{\circ} 05' 16''$ East for 76.06 feet to a point on the Northerly right of way line of Valleydale Road; said point being on a curve to the left, having a radius of 723.85 feet; thence run along said curve and said road right of way line a chord bearing of South $58^{\circ} 54' 28''$ West for 53.67 feet; thence run North $75^{\circ} 08' 14''$ West for 100.00 feet to a point on the Easterly right of way line of Caldwell Mill Road and the Point of Beginning of a curve to the right, said curve having a radius of 954.93 feet; thence run along said curve and said right of way line a chord bearing of North $16^{\circ} 52' 52''$ West for 306.58 feet to the point of beginning.

Parcel II:

Together with those certain non-exclusive and reciprocal easements for the benefit of Parcel I for the purpose of ingress and egress, parking, drainage, utilities and other matters as created by that certain Reciprocal Easement Agreement with covenants, conditions and restrictions between Mark-Point Properties, Inc. and Caldwell-Valley, LLC, dated October 29, 2002, recorded in Instrument Number 20021029000534150, as corrected in Instrument Number 20030911000609060 over, under and across the following described property:

A tract of land situated in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run North $00^{\circ} 00' 32''$ West along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 517.05 feet; thence run North $89^{\circ} 31' 43''$ East for 261.18 feet to the point of beginning of the tract of land herein described; thence run South $00^{\circ} 28' 18''$ East for 109.88 feet; thence run South $89^{\circ} 31' 42''$ East for 0.58 feet; thence run South $00^{\circ} 28' 18''$ East for 115.29 feet; thence run South $29^{\circ} 05' 16''$ East for 76.06 feet to a point on the Northerly right of way line of Valleydale Road, said point being on a curve to the right having a radius of 723.85 feet; thence run along said curve and said road right of way line a chord bearing of North $74^{\circ} 30' 42''$ East for 340.57 feet; thence run North $00^{\circ} 01' 03''$ West for 204.51 feet; thence run South $89^{\circ} 31' 43''$ West for 364.54 feet to the point of beginning.