

20040518000263180 Pg 1/7 41.00
Shelby Cnty Judge of Probate, AL
05/18/2004 14:27:00 FILED/CERTIFIED

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Diligenz, Inc. 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

8295751

Diligenz, Inc.
6500 Harbour Heights Pkwy
Suite 400
Mukilteo, WA 98275

Filed in: Alabama Shelby

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

1999-38613 9/15/1999 0

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: Please refer to the detailed instructions
in regards to changing the name/address of a party.

☐ 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 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

JENKINS DEVELOPMENT COMPANY, L.L.C.

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

USA

7d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

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

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

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

SOUTHTRUST BANK F/K/A SOUTHTRUST BANK, NATIONAL ASSOCIATION

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

KLD/00152364630000045508/4818

05/13/2004

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**SCHEDULE "A" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF COLLATERAL)**

"Collateral" means the following: (1) the Mortgaged Property; (2) the Borrower's Interest in the Assigned Documents; and (3) all amounts that may be owing from time to time by the Bank to the Borrower in any capacity, including, without limitation, any balance or share belonging to the Borrower, of any Deposit Accounts or other account with the Bank.

As used in this Schedule "A", "Borrower" shall mean the Debtor, and "Bank" shall mean the Secured Party, and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement among C&M Development, L.L.C., Jenkins Brick Company, L.L.C., Super-Step Development Corporation, and Secured Party (and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply):

"Assigned Documents" means, collectively, (i) the Assigned Leases, (ii) the Construction Documents; (iii) any and all other agreements entered into by Borrower with any property manager, broker, or other Person with respect to the management, leasing, or operation of the Mortgaged Property, (iv) any and all Governmental Approvals with respect to the Mortgaged Property, and (v) any and all operating, service, supply, and maintenance contracts with respect to the Mortgaged Property; and **"Assigned Document"** means any one of the Assigned Documents, singularly.

"Assigned Leases" means all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property (including, but not limited to, the Required Leases), and each modification, extension, renewal and guarantee thereof, including the Rents.

"Borrower's Interest" means all the right, title and interest of Borrower of whatever kind, nature, and description, whether now existing or hereafter arising.

"Construction Documents" means, collectively, the General Contractor's Contract and the Plans and Specifications, any and all other agreements entered into by Borrower with any contractor, architect, engineer, or other Person with respect to the construction of the Project, and any and all other plans and specifications with respect to the Project; and **"Construction Document"** means any one of the Construction Documents, singularly.

"Improvements" means the "Improvements" as defined in the attached Schedule "A-1".

"Land" means the "Land" as defined in the attached Schedule "A-1".

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Project" means the distribution facility and related site improvements to be constructed at the Land to be acquired by Borrower and located in Madison County, Alabama, and in accordance with the Plans and Specifications.

**SCHEDULE "A-1" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF MORTGAGED PROPERTY, LAND & IMPROVEMENTS)**

All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) Those certain tracts, pieces or parcels of land, and interests in land, located in Houston County, Alabama, Montgomery County, Alabama, and Shelby County, Alabama, more particularly described in Exhibits A-1 through A-4 attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, cleaning apparatus, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by any Borrower and which are or shall be attached to said buildings, structures or improvements, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by any Borrower; and

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrowers of, in and to the same.

829,575.1

EXHIBIT "A-1" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF HOUSTON COUNTY LAND)

One lot or parcel of land in the City of Dothan, Houston County, Alabama, as surveyed by Branton Land Surveyors as per plat dated 2-1-94, and being more particularly described as follows:

Beginning at an existing iron pipe and fence on the North R/W of Carroll Street (60' R/W) marking the intersection of the West line of the SW ¼ of the SW ¼ of Section 26, Township 3 North, Range 26 East and from said point run North 01°36'01" West along said fence and the West line of said forty a distance of 243.99 feet to an existing iron pipe and the SW corner of the Ace Hardware Property; thence North 42°07'00" East along the Southerly line of the Ace Hardware Property a distance of 369.15 feet to an existing iron pipe on the Southwesterly R/W of the Ross Clark Traffic Circle (250' R/W); thence South 43°45'20" East along said R/W a distance of 200 feet to a set iron pipe; thence South 42°07'00" West a distance of 418.77 feet to a set iron pipe; thence South 01°36'01" East a distance of 65.41 feet to a set iron pipe on the North R/W of the above mentioned Carroll Street; thence North 89°34'00" West along said R/W a distance of 100 feet to the point of beginning. Said land being located in the above mentioned forty.

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EXHIBIT "A-2" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF MONTGOMERY COUNTY LAND)

Commence at the Southeast corner of the Southwest Quarter of Section 14, Township 16 North, Range 19 East, Montgomery County, Alabama; thence run along the North-South half section line of said Section 14, North 00°14'32" East, 1320.54 feet to an iron pin; thence North 00°18'09" East, 662.95 feet to an iron pin and the point of beginning; thence North 99°46'46" West, 320.67 feet to an iron pin; thence North 00°20'19" East, 376.09 feet to an iron pin lying on the South right of way of Highway 80; thence run along said right of way North 88°41'43" East, 320.06 feet to an iron pin; thence leave said right of way and run South 00°13'42" West, 384.62 feet to the point of beginning.

Said described property lying in the Southwest Quarter of Section 14, Township 16 North, Range 19 East, Montgomery County, Alabama.

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EXHIBIT "A-3" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF SHELBY COUNTY LAND)

A parcel of land located in the Southwest Quarter of Section 31, Township 19 South, Range 2 East and the Northwest Quarter of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 31; thence run North along the quarter line 506.79 feet; thence left $121^{\circ}25'36''$, 1325.96 feet to the point of beginning; thence continue along the same course Southwesterly 87.36 feet; thence right $39^{\circ}39'13''$, 251.74 feet to the Easterly right of way of U.S. Highway 31; thence right $90^{\circ}00'$, 415.23 feet Northerly along said R.O.W.; thence right $90^{\circ}00'$, 319.00 feet; thence right $90^{\circ}00'$, 359.51 feet to the point of beginning.

SCHEDULE "B" TO UCC-1 FINANCING STATEMENT
(SIGNATURES)

DEBTORS:

C & M DEVELOPMENT, L.L.C.

By: Tommy D. Anderson
Its: MC2

JENKINS DEVELOPMENT COMPANY, L.L.C.

By: Tommy D. Anderson
Its: MC2

SUPER-STEP DEVELOPMENT CORPORATION

By: Tommy D. Anderson
Its: CFO & Sec

SECURED PARTY:

SOUTHTRUST BANK, NATIONAL ASSOCIATION

By: Walter Lamm
Its: Vice President

Inst # 1999-38613

09/15/1999-38613

10:07 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

097 RWS 23.00