

## 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)  9321698 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 # 1999-50481 12/15/1999		1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input 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 checked="" 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: Please refer to the detailed instructions in regards to changing the name/address of a party. <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 7e-7g (if applicable).			
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME THE YOUNG MEN'S CHRISTIAN ASSOCIATION			
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. SEE INSTRUCTIONS	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 type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> 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

(DM) 3311 - 00152360400000039842

7/28/04

9321698

Order # 9321698

**SCHEDULE I**

(1) All of Debtor's right, title and interest, of whatever kind, nature or description, in and to 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 "Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A 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, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Property, 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"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Property as between the Debtor and Secured Party and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in and to be secured by that certain Mortgage and Security Agreement entered into between Debtor and Secured Party simultaneously herewith (as the same may be amended from time to time, the "Mortgage");

(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 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 Debtor;

(d) All rents, issues, profits, revenues and proceeds of and from the 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 proceeds from any sale or other disposition of the Property, or any part thereof), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as Debtor is not in default under the Mortgage or such collection is not otherwise restricted by the Mortgage,

(e) All of Debtor's leasehold estate and other interest(s), if any, under that certain Lease Agreement dated May 1, 1976, between The Industrial Development Board of the City of Homewood, as lessor (the "Lessor") and Debtor, as lessee, for the lease to the Debtor of the Property (said Lease Agreement, together with any and all extensions, revisions, modifications or amendments at any time made thereto, herein referred to as the "Lease"), of whatever kind, nature or description, whether now existing or hereafter arising, and all rights, title and interest pertaining thereto;

(f) Any and all monies, rights and properties, of every kind or description, which may from time to time be sold, assigned, transferred, pledged, delivered to, or deposited with Secured Party by the Debtor



Order # 9321698.

EXHIBIT "A"

A part of the NE  $\frac{1}{4}$  and a part of the N  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , and a part of the NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  and a part of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , and a part of the E  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the SW corner of said SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; thence  $180^{\circ}00'00''$  from the South line thereof and run Westerly along the South line of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  a distance of 55.22 feet to the intersection of said  $\frac{1}{4}$  -  $\frac{1}{4}$  line with the Easterly right of way line of a chert road; thence angle right  $57^{\circ}28'12''$  Northwesternly along said right of way line a distance of 289.96 feet; thence angle right  $5^{\circ}11'09''$  Northwesternly along said right of way line a distance of 74.41 feet; thence angle right  $19^{\circ}46'00''$  Northerly 200.43 feet; thence angle left  $9^{\circ}00'00''$  Northerly along said right of way a distance of 295.62 feet; thence angle right  $16^{\circ}51'00''$  Northerly along said right of way a distance of 200.34 feet; thence angle right  $3^{\circ}31'00''$  Northerly along said right of way a distance of 210.21 feet; thence angle right  $23^{\circ}15'00''$  Northeastery a distance of 73.98 feet; thence angle right  $63^{\circ}06'00''$  Easterly and parallel to the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 319.29 feet to a point on the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section; thence angle right  $90^{\circ}23'17''$  Southerly along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 636.77 feet; thence angle left  $46^{\circ}10'30''$  Southeastery for a distance of 192.37 feet; thence angle left  $79^{\circ}49'30''$  Northeastery for a distance of 356.43 feet; thence angle right  $4^{\circ}00'00''$  Northeastery for a distance of 318.78 feet; thence angle left  $52^{\circ}32'00''$  Northerly for a distance of 482.17 feet to the Northwest edge of a lake; thence around the Northern edge of lake shore line in a Northwardly and Eastwardly direction to the center of a branch that flows into lake; thence in a Northeastery direction up the center line of branch to the intersection of said branch with the East boundary of said Section 24, Township 19 South, Range 1 West, said intersection being approximately 84 feet South of the NE corner of said Section 24; thence South along East line a distance of 2527.69 feet to the SE corner of said NE  $\frac{1}{4}$ ; thence angle right  $87^{\circ}55'08''$  Westerly along  $\frac{1}{4}$  Section line 64.89 feet to ridge line; thence Southwestery along ridge line to the South line of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ; thence Westerly along the South line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  a distance of 538.56 feet to the Southwest corner thereof; thence angle right  $90^{\circ}04'08''$  Northerly along the West line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 160.23 feet; thence angle left  $90^{\circ}00'00''$  Westerly a distance of 104.94 feet; thence angle right  $90^{\circ}00'00''$  Northerly a distance of 419.75 feet; thence angle right  $90^{\circ}00'00''$  Easterly 104.94 feet to a point on the West line of last said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section; thence angle left  $90^{\circ}00'00''$  Northerly along the West line of last said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 735.24 feet to the NW corner thereof; thence angle left  $90^{\circ}07'16''$  Westerly along the South line of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  a distance of 1320.63 feet to the point of beginning.

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Shelby Cnty Judge of Probate, AL  
08/02/2004 14:27:00 FILED/CERTIFIED

Alabama  
Sec. Of State

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