

20070104000004790 1/6 \$36.00  
Shelby Cnty Judge of Probate, AL  
01/04/2007 02:39:24PM FILED/CERT

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 18538 LASSALLE NA C/  
UCC Direct Services 9992419  
P.O. Box 29071  
Glendale, CA 91209-9071 ALAL  
FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
20060216000077720 02/16/06 CC AL Shelby

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 the 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 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  
LaSalle Bank National Association, as Trustee for the registered holders of Bear Stearns Commercial Mortgage Securities II Inc., Commercial Mortgage Pass-Through Certificates, 2006-PWR11  
OR  
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX  
7c. MAILING ADDRESS  
135 South LaSalle Street  
CITY Chicago STATE IL POSTAL CODE 60603 COUNTRY  
7d. SEE INSTRUCTION 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.

See Attached Collateral

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  
Prudential Mortgage Capital Funding, LLC  
OR  
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

## 10. OPTIONAL FILER REFERENCE DATA

9992419 Debtor Name: Stone Park, LLC, an Alabama limited liability company 1138-0384-000, BS6PWR11 BS6PWR11





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**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

|                                                                                 |                             |                               |
|---------------------------------------------------------------------------------|-----------------------------|-------------------------------|
| 11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)      |                             |                               |
| 20060216000077720 02/16/06 CC AL Shelby                                         |                             |                               |
| 12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form) |                             |                               |
| 12a. ORGANIZATION'S NAME<br>Prudential Mortgage Capital Funding, LLC            |                             |                               |
| OR                                                                              |                             |                               |
|                                                                                 | 12b. INDIVIDUAL'S LAST NAME | FIRST NAME MIDDLE NAME,SUFFIX |
|                                                                                 |                             |                               |
| 13. Use this space for additional information                                   |                             |                               |

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Recorded Owner: Stone Park, LLC  
Owner Address: c/o Greystone Park Retail, LLC, 850 Shades Creek Parkway, Birmingham, Alabama, 35209  
Description: See Attached Legal



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## **EXHIBIT A**

### **The "Land"**

Lots 1 and 2, according to the Final Record Plat of Greystone Park, First Commercial Subdivision, as recorded in Map Book 30, page 48, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with the Reciprocal Easement Agreement as recorded in Inst. #20020925000463090, in Probate Office of Shelby County, Alabama.



### **The "Property"**

All of the following described property, whether now owned or hereafter acquired by Debtor (collectively, the "**Property**"):

A. All that certain real property situated in Hoover, County of Shelby, State of Alabama, more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Land**"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

B. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Land (the "**Improvements**"; the Land and the Improvements are collectively, the "**Real Estate**");

C. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Debtor and now or hereafter located in or on, attached to or used in and about the Real Estate, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Debtor as are now or hereafter used or furnished in operating the Real Estate, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Estate, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);

D. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on the Real Estate or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Estate 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;

E. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Estate, or any part thereof, whether now existing or hereafter created or acquired;

F. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Estate;

G. All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Secured Party pursuant to the Mortgage (as hereinafter



defined) or any other of the Loan Documents (as hereinafter defined), including, without limitation, all funds now or hereafter on deposit in the Impound Account, the Payment Reserve, the Replacement Reserve and the Leasing Reserve;

H. All leases (including, without limitation, oil, gas and mineral leases), licenses, concessions and occupancy agreements of all or any part of the Real Estate now or hereafter entered into, as same may be amended (each, and including, without limitation, Major Leases, as defined below, a "**Lease**" and collectively, "**Leases**") whether written or oral and all rents, royalties, issues, profits, revenue, income, funds, proceeds, receipts and other benefits (collectively, the "**Rents and Profits**") of the Real Estate or in any other way relating to the Real Estate, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees, occupants or licensees, as applicable under leases (each, a "**Tenant**" and collectively, the "**Tenants**"), of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases, or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject to, however, the provisions contained in Section 1.11 of the Mortgage;

I. All contracts, and agreements now or hereafter entered into or otherwise effective, covering or otherwise relating to all or any part of the Real Estate, as same may be amended (collectively, the "**Contracts**") and all revenue, income and other benefits thereof, including, without limitation, management agreements, license agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Estate or the Improvements (including, but not limited to, plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements. (Any contract materially affecting the use, operation or construction of, or production of income in connection with, the Property, as determined by Secured Party, is referred to as a "**Material Contract**");

J. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Real Estate;

K. All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Real Estate, all names by which the Real Estate may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate) and all notes or chattel paper, now or hereafter arising from or by virtue of any transactions related to the Real Estate or otherwise related to the Real Estate (collectively, the "**General Intangibles**");

L. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now existing or hereafter obtained in connection with the Real Estate and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate;



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M. All building materials, supplies and equipment now or hereafter placed in or on the Real Estate and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate;

N. All insurance policies or binders now or hereafter relating to the Property, including, without limitation, all proceeds, awards and unearned premiums thereon;

O. All proceeds, products, substitutions and accessions (including, without limitation, claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all proceeds of insurance and condemnation awards and all refunds, rebates or credits of any taxes or assessments levied against all or any portion of the Property whether as a result of tax certiorari or other proceedings or applications; and

P. All other or greater rights and interests of every nature in the Real Estate and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Mortgage and Security Agreement dated as of February 15, 2006 from Stone Park, LLC, an Alabama limited liability company, as Mortgagor, in favor of Prudential Mortgage Capital Company, LLC, a Delaware limited liability company, as Mortgagee (the "**Mortgage**"), and recorded in the County Recorder's Office of Shelby County, Alabama.