



20080519000203100 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
05/19/2008 01:22:39PM FILED/CERT

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Darcey Bailey 515-362-0873	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="text-align: center;">Corporation Service Company P.O. Box 2969 Springfield, IL 62708</div>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

1998-43185 filed on 11/03/1998 with 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: 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

Loews Limited Partnership

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

☐ NONE

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

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

Please see attached exhibit A.

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

Principal Life Insurance Company

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

751811 to be filed with Shelby County, AL

563271-001, ASI



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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

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11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

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12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

Principal Life Insurance Company

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

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Principal Life Insurance Company
801 Grand Ave
Des Moines, IA 50392

Debtor: Loews Limited Partnership

Exhibit A attached hereto and made a part hereof, which real estate, together with the following described property, rights and interests, is collectively referred to herein as the "Premises."

Together with Mortgagor's interest as lessor in and to all leases of the said Premises, or any part thereof, heretofore or hereafter made and entered into by Mortgagor during the life of this Mortgage or any extension or renewal hereof and all rents, income, issues, proceeds and profits accruing and to accrue from the Premises (which are pledged primarily and on a parity with the real estate and not secondarily).


Together with all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, rights in trade names, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof.

Together with the right in case of foreclosure hereunder of the encumbered property for Mortgagee to take and use the name by which the buildings and all other improvements situated on the Premises are commonly known and the right to manage and operate the said buildings under any such name and variants thereof.

Together with all right, title and interest of Mortgagor in any and all buildings and improvements of every kind and description now or hereafter erected or placed on the said real estate and all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Premises including, but not limited to, all machinery, motors, elevators, fittings, radiators, awnings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property owned by Mortgagor used or useful in the operation of the Premises; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner; it being mutually agreed, intended and declared that all the aforesaid property owned by Mortgagor and placed by it on the real estate or used in connection with the operation or maintenance of the Premises shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage, and as to any of the property aforesaid which does not so form a part and parcel of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code) this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property which Mortgagor hereby grants to Mortgagee as Secured Party. Mortgagor agrees to execute any and all documents, including financing statements which may be required to perfect the security interest granted hereby.

Together with all right, title and interest of Mortgagor, now or hereafter acquired, in and to any and all strips and gores of land adjacent to and used in connection with the Premises and all right, title and interest of Mortgagor, now owned or hereafter acquired, in, to, over and under the ways, streets, sidewalks and alleys adjoining the Premises.

Exhibit A
D-751811


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A tract of land in Sections 20 and 29, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Begin at the NE corner of the NW 1/4 of the NW 1/4 of said Section 29 and run Southerly along the East line of said 1/4 1/4 Section a distance of 201.41 feet; thence turn 40 degrees 05 minutes 32 seconds left and run Southeasterly 128.89 feet to a point on the Northwest right of way line of Valleydale Road; thence turn 96 degrees 26 minutes 38 seconds right and run Southwesterly along said right of way line 430.12 feet; thence turn 35 degrees 56 minutes 44 seconds right and run Westerly 478.15 feet; thence turn 71 degrees 49 minutes 38 seconds right and run Northwesterly 295.80 feet; thence turn 15 degrees 53 minutes 15 seconds right and run Northerly 251.18 feet; thence turn 16 degrees 31 minutes 05 seconds right and run Northeasterly 333 60 feet; thence turn 73 degrees 31 minutes 48 seconds right and run Easterly 738.03 feet; thence turn 89 degrees 56 minutes 03 seconds right and run 337.80 feet to the point of beginning, being situated in Shelby County, Alabama.

For informational purposes only:

The Ad Valorem Tax ID No.(s): 58-10-4-20-0-001-009-002 and 58-10-9-29-0-001-048

DH:mjm:s:751811:exha
10/15/98

Exhibit B
D-751811


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1. Transmission Line Permit(s) recorded in Deed Book 129 page 570.
2. Declaration of Protective Covenants as set out in Real 153 page 395.
3. Title to all minerals within and underlying the premises set out in Deed Book 127 page 140; Deed Book 121 page 294 and Deed Book 5 page 712.
4. Order & Decree of Condemnation as set out in Instrument No. 93-8466 and Case No. 19-260.
5. Easement Agreement recorded in Instrument No. 1997-40261.
6. Restrictions, covenants and conditions as recorded in Real 153 page 395 and Real 155 page 944.
7. Transmission Line Permit(s) recorded in Deed Book 179 page 358.
8. Title to all minerals within and underlying the premises set out in Deed Book 42 page 246.
9. Declaration of Covenants, Conditions, Restrictions and Easements recorded as Instrument No. 1997-35215.
10. Easement(s) to Alabama Power Company as recorded in Instrument No. 1998-34349.
11. Easement(s) on the Map of Lowes of Hoover, recorded in Map Book 23, page 80

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10/15/98

Inst # 1998-43183

11/03/1998-43183
08:57 AM CERTIFIED
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