

20080714000282340 1/8 \$40.00  
Shelby Cnty Judge of Probate, AL  
07/14/2008 08:06:03AM FILED/CERT

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Edward J. Ashton (205) 244-5260

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Edward J. Ashton  
Walston, Wells & Birchall, LLP  
1819 5th Avenue North  
Suite 1100  
Birmingham, Alabama 35203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

File #: 20080501000179740 recorded with Shelby Co. on 5/01/2008

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

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.

See Schedule I attached hereto and made a part hereof for a description of the collateral covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto.

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

OR

Southern States Bank

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Shelby County - Mortgage



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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)

File #: 20080501000179740 (Shelby Co. on 5/01/2008)

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

12a. ORGANIZATION'S NAME

Daniel Senior Living of Inverness II, LLC

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

Daniel Senior Living of Inverness II, LLC is record owner of the property listed on Exhibit A to Schedule I attached hereto.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY



## SCHEDULE I

The Collateral covered by the Financing Statement to which this Schedule is attached is described below.

### I.

#### (Project Site and Buildings)

The real property described on Exhibit A attached hereto and interests therein, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein, together with all buildings, structures and improvements now or hereafter located on such real property (the "Project Site").

### II.

#### (Personal Property and Fixtures)

(a) All personal property and fixtures described in Exhibit B attached hereto and all other personal property and fixtures located on the Project Site in which the Debtor has any interest, including all substitutions and replacements for such personal property and fixtures and the proceeds thereof.

(b) All deposit accounts owned by the Debtor, including without limitation demand, time, and savings accounts, whether or not evidenced by a certificate or receipt, now and at any time hereafter maintained with the Secured Party or with any other bank or other financial institution, all money, credits, items, instruments, returned items, deposits, and funds at any time on deposit therein or credited thereto, and all proceeds thereof.

### III.

#### (Condemnation Awards and Insurance Proceeds)

Subject to the provisions hereof respecting application of the following for the purposes and on the terms and conditions set forth herein: (i) all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Debtor with respect to the Collateral as a result of the exercise of the right of eminent domain, any damage to or destruction of the Collateral or any part thereof, or any other injury to or decrease in the value of the Collateral (herein referred to as "Condemnation Awards"), and (ii) all right, title and interest of the Debtor in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of the Collateral.

### IV.

#### (Leases and Rents)

(a) All written or oral leases or other agreements for the use or occupancy of all or any portion of the Collateral with respect to which the Debtor is the lessor, and any and all extensions and renewals thereof, now or hereafter existing (collectively, the "Leases");

(b) Any and all guaranties of performance by lessees under the Leases (excluding tenant security deposits until forfeited by a tenant);

(c) The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due or to which the Debtor may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of the Collateral, or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, liquidated damages upon default, the premium payable by any lessee upon the exercise of any

cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Collateral, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any sublessees or occupants of the Collateral, all such moneys, rights and claims described in this subparagraph (c) being hereinafter referred to as the "Rents"; provided, however, that so long as no Event of Default has occurred under the Mortgage, the Debtor shall have the right under a license granted hereby (but limited as provided in Section 8.07 of the Mortgage) to collect, receive and retain the Rents (but not prior to accrual thereof); and

(d) Any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments made by lessees in lieu of rent, the Debtor hereby appointing the Secured Party as the Debtor's irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

V.

(Other)

Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party as and for additional security hereunder by the Debtor or by anyone in the behalf of, or with the written consent of, the Debtor.



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## EXHIBIT A

### Project Site

The description of the Project Site is set forth below:

A tract of land situated in the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 1 inch crimp iron, being the Northeast Corner of the SE 1/4 of the SW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run in a Northerly direction along the East line of said SW 1/4 a distance of 149.83 feet to a found 5/8 inch rebar, being on the Southerly line of McKibbon Hotel Group of Birmingham, Alabama, L.P. as recorded in Instrument No. 20031202000779900 in the Office of the Judge of Probate, Shelby County, Alabama; thence  $90^{\circ}00'17''$  to the left in a Westerly direction along said Southerly line of McKibbon Hotel Group of Birmingham, Alabama, L.P. a distance of 368.04 feet to a found 5/8 inch rebar; thence  $21^{\circ}44'28''$  to the right in a Northwesterly direction along said Southerly line of McKibbon Hotel Group of Birmingham, Alabama, L.P. a distance of 175.52 feet to a found nail, being on the Easterly right-of-way line of Inverness Center Drive as shown on the maps of Inverness P.U.D. Additional Rights Of Way Phase II as recorded in Map Book 35, Pages 51-A through 51-F and Instrument No. 20050622000309770, Pages 1 through 6 in the Office of the Judge of Probate, Shelby County, Alabama; thence (leaving said Southerly line of McKibbon Hotel Group of Birmingham, Alabama, L.P. and said Easterly right-of-way line of Inverness Center Drive)  $9^{\circ}00'11''$  to the right in a Northwesterly direction a distance of 108.01 feet to a set 5/8 inch capped WSECO rebar (CA#003), being on the Westerly right-of-way line of said Inverness Center Drive and also lying on the Southerly line of ALTEC Industries, Inc. as recorded in Instrument No. 19811130000127160 in the Office of the Judge of Probate, Shelby County, Alabama, being the Point of Beginning, said rebar also being on a non radial curve to right having a radius of 395.77 feet and a central angle of  $3^{\circ}53'48''$ ; thence  $94^{\circ}12'01''$  (angle measured to tangent) to the left in a Southwesterly direction along said Westerly right-of-way line of Inverness Center Drive and along the arc of said non radial curve a distance of 26.92 feet to a set 5/8 inch capped WSECO rebar (CA#003), being a P.O.C. (Point on Curve) of said non radial curve; thence  $00^{\circ}50'56''$  to the left (angle measured from tangent) in a Southwesterly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 152.49 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.C. (Point of Curve) of a curve to left having a radius of 486.00 feet and a central angle of  $27^{\circ}33'56''$ ; thence along the arc of said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 233.82 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 25.56 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.C. (Point of Curve) of a curve to right having a radius of 1117.50 feet and central angle of  $13^{\circ}03'23''$ ; thence along the arc of said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 254.65 feet to a set 5/8 inch capped WSECO rebar (CA#003) being the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 77.61 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.C. (Point of Curve) of a curve to left having a radius of 702.50 feet and a central angle of  $29^{\circ}09'56''$ ; thence along the arc of said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 357.60 feet to a set 5/8 inch capped WSECO rebar (CA#003) being the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southeasterly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 4.45 feet to a set 5/8 inch capped WSECO rebar (CA#003) being the P.C. (Point of Curve) of a curve to right having a radius of 86.00 feet and central angle of  $84^{\circ}47'50''$ ; thence (leaving said Westerly right-of-way line of Inverness Center Drive) along the Northerly right-of-way line of Lake Heather Drive as shown on the maps of Inverness P.U.D. Additional Rights Of Way Phase II as recorded in Map Book 35, Pages 51-A through 51-F and Instrument No. 20050622000309770, Pages 1 through 6 in the Office of the Judge of Probate, Shelby County, Alabama, and also along the arc of said curve in a Southeasterly, Southerly and Southwesterly direction a distance of 127.28 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said Northerly right-of-way line of Lake Heather



Drive a distance of 288.53 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.C. (Point of Curve) of a non radial curve to left having a radius of 702.50 feet and a central angle of 20°29'45"; thence 00°52'16" to the right along said Northerly right-of-way line of Lake Heather Drive and also along the arc of said non radial curve in a Southwesterly direction a distance of 251.30 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.T. (Point of Tangent) of said non radial curve; thence tangent to said non radial curve in a Southwesterly direction along said Northerly right-of-way line of Lake Heather Drive a distance of 50.85 feet to a set cut cross in concrete, being on the Easterly line of Lake Heather Estates as recorded in Map Book 16, Pages 121A through 121C in the Office of the Judge of Probate, Shelby County, Alabama; thence (leaving said Northerly right-of-way line of Lake Heather Drive) 134°56'50" to the right in a Northerly direction along said Easterly line of Lake Heather Estates a distance of 206.60 feet to a found 1/2 inch rebar; thence 28°30'05" to the left in a Northwesterly direction along said Easterly line of Lake Heather Estates a distance of 590.65 feet to a point on the 496 contour adjacent to Lake Heather; thence 95°10'36" to the right in an Easterly direction along the 496 contour adjacent to Lake Heather (for the next forty courses and distances) a distance of 15.52 feet to a point; thence 85°44'37" to the left in a Northerly direction a distance of 103.68 feet to a point; thence 38°15'06" to the right in a Northeasterly direction a distance of 38.67 feet to a point; thence 56°28'53" to the right in an Easterly direction a distance of 27.85 feet to a point; thence 35°57'49" to the right in a Southeasterly direction a distance of 62.93 feet to a point; thence 28°32'35" to the right in a Southeasterly direction a distance of 71.73 feet to a point; thence 08°10'45" to the left in a Southeasterly direction a distance of 56.93 feet to a point; thence 76°20'13" to the left in a Northeasterly direction a distance of 31.94 feet to a point; thence 74°35'11" to the left in a Northerly direction a distance of 59.98 feet to a point; thence 19°32'34" to the right in a Northerly direction a distance of 82.69 feet to a point; thence 16°03'08" to the right in a Northeasterly direction a distance of 42.28 feet to a point; thence 45°19'13" to the right in a Northeasterly direction a distance of 39.69 feet to a point; thence 28°36'49" to the right in an Easterly direction a distance of 54.63 feet to a point; thence 67°57'03" to the left in a Northeasterly direction a distance of 24.96 feet to a point; thence 61°26'54" to the left in a Northwesterly direction a distance of 61.63 feet to a point; thence 08°48'09" to the right in a Northwesterly direction a distance of 39.33 feet to a point; thence 38°27'21" to the left in a Northwesterly direction a distance of 7.94 feet to a point; thence 47°09'15" to the left in a Westerly direction a distance of 94.27 feet to a point; thence 42°30'54" to the right in a Northwesterly direction a distance of 26.99 feet to a point; thence 18°35'40" to the right in a Northwesterly direction a distance of 46.15 feet to a point; thence 05°13'08" to the right in a Northwesterly direction a distance of 45.53 feet to a point; thence 37°05'25" to the left in a Westerly direction a distance of 29.58 feet to a point; thence 06°00'36" to the right in a Northwesterly direction a distance of 55.93 feet to a point; thence 25°04'44" to the right in a Northwesterly direction a distance of 54.25 feet to a point; thence 86°09'11" to the right in a Northeasterly direction a distance of 16.62 feet to a point; thence 24°32'17" to the right in a Northeasterly direction a distance of 83.01 feet to a point; thence 13°45'50" to the right in an Easterly direction a distance of 33.50 feet to a point; thence 39°32'44" to the right in a Southeasterly direction a distance of 51.07 feet to a point; thence 33°10'28" to the left in an Easterly direction a distance of 37.75 feet to a point; thence 39°59'45" to the left in a Northeasterly direction a distance of 126.46 feet to a point; thence 12°58'43" to the left in a Northeasterly direction a distance of 29.95 feet to point; thence 09°18'41" to the right in a Northeasterly direction a distance of 66.03 feet to a point; thence 35°48'48" to the right in a Northeasterly direction a distance of 71.90 feet to a point; thence 25°40'17" to the right in an Easterly direction a distance of 9.97 feet to point; thence 53°46'03" to the right in a Southeasterly direction a distance of 55.25 feet to a point; thence 81°37'35" to the left in an Easterly direction a distance of 40.78 feet to a point; thence 27°24'29" to the right in an Easterly direction a distance of 57.32 feet to a point; thence 16°34'33" to the left in an Easterly direction a distance of 119.69 feet to a point; thence 44°14'12" to the right in a Southeasterly direction a distance of 42.65 feet to point; thence 94°27'03" to the left in a Northeasterly direction a distance of 15.41 feet to a point; thence (leaving the 496 Contour) 47°38'34" to the right in an Easterly direction along said Southerly line of ALTEC Industries, Inc. a distance of 356.98 feet to the Point of Beginning.

Containing 19.616 acres or 854,488 square feet.

**Less and Except:**

A tract of land situated in the South 1/2 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 1 inch crimp iron, being the Northeast Corner of the SE 1/4 of the SW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run in a Southerly direction along the East line of



said 1/4 - 1/4 Section a distance of 237.22 feet to a point; thence  $90^{\circ}00'00''$  to the right in a Westerly direction a distance of 1260.66 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003), being the Point of Beginning of the parcel herein described, said point being a P.O.C. (Point on Curve) of a curve to the right having a radius 225.00 feet and a central angle of  $7^{\circ}24'19''$ ; thence  $84^{\circ}13'39''$  to the left (angle measured to tangent) in a Southerly direction along the arc of said curve a distance of 29.08 feet to the P.T. (Point of Tangent), being a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence tangent to said curve in a Southerly direction a distance of 107.11 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003), being the P.C. (Point of Curve) of a curve to the left having a radius of 1255.00 feet and a central angle of  $0^{\circ}04'50''$ ; thence in a Southerly direction along the arc of said curve a distance of 1.76 feet to a P.O.C. (Point on Curve), being a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence  $90^{\circ}04'50''$  to the right (angle measured from tangent) in a Westerly direction a distance of 125.06 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence  $90^{\circ}00'00''$  to the right in a Northerly direction distance of 116.87 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence  $90^{\circ}00'00''$  to the right in a Easterly direction a distance of 60.30 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence  $39^{\circ}11'11''$  to the left in a Northeasterly direction a distance of 33.24 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence  $39^{\circ}11'11''$  to the right in a Easterly direction a distance of 37.12 feet to the Point of Beginning.

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## EXHIBIT B

### Description of Personal Property and Fixtures

All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by Daniel Senior Living of Inverness II, LLC for the purpose of, or used or useful in connection with, the Project, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, telephones, telecopy, and other communication equipment and facilities, computers, printers, copy machines, fire detection, suppression and extinguishment facilities, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Project Site.