

20080925000380130 1/3 \$.00
Shelby Cnty Judge of Probate, AL
09/25/2008 12:44:28PM 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) 15926 COLONIAL BANK

UCC Direct Services
P.O. Box 29071
Glendale, CA 91209-9071

15789401

ALAL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
20050311000111370 03/11/05 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
The SFC Group LLC

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 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.

ALL IMPROVEMENTS, PERSONAL PROPERTY, FIXTURES AND OTHER TYPES OR ITEMS OF PERSONAL PROPERTY DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND SITUATED OR TO BE PLACED ON THE REAL ESTATE DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, TOGETHER WITH ALL ADDITIONS AND ACCESSIONS THERETO AND PROCEEDS THEREOF. THIS FINANCING STATEMENT IS GIVEN AS ADDITIONAL SECURITY FOR THE INDEBTEDNESS SECURED BY THAT MORTGAGE AND SECURITY AGREEMENT FROM DEBTOR TO SECURED PARTY RECORDED CONCURRENTLY HERewith, IN DOCUMENT NO. 20050311000111350, IN THE AMOUNTY OF \$535,500.00.

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
Colonial Bank, N.A.

OR

9b. INDIVIDUAL'S LAST NAME


FIRST NAME

MIDDLE NAME


SUFFIX

10. OPTIONAL FILER REFERENCE DATA

15789401 Debtor Name: The SFC Group LLC 5871

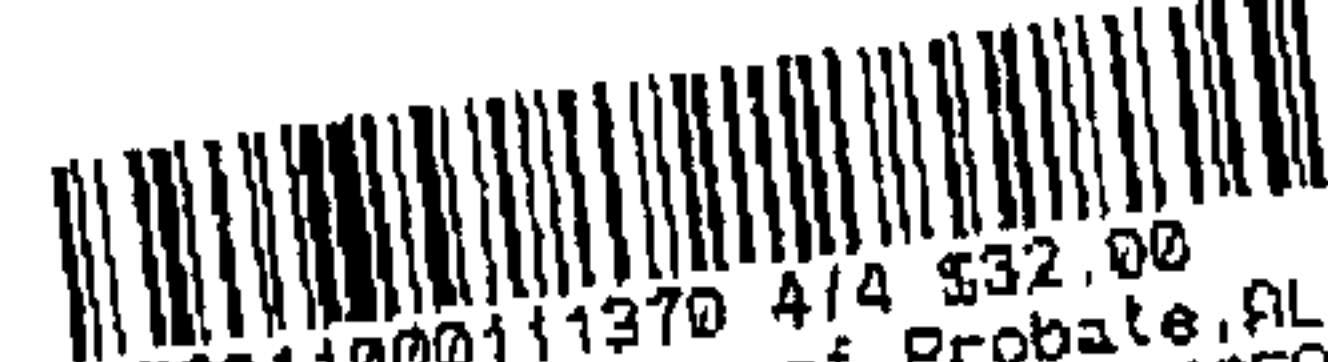


2005031100011376 3/4 \$32.00
Shelby Cnty Judge of Probate, AL
03/11/2005 11:14:11AM FILED/CERT


EXHIBIT "A"

20080925000380130 2/3 \$.00
Shelby Cnty Judge of Probate, AL
09/25/2008 12:44:28PM FILED/CERT

Lot 16, according to the survey of Riverchase Trade Center, as recorded in Map
Book 12, Page 24, in the Probate Office of Shelby County, Alabama.



20050311000111370 4/4 \$32.00
Shelby Cnty Judge of Probate, AL
03/11/2005 11:14:11AM FILED/CERT

EXHIBIT B**COLLATERAL COVERED BY FINANCING STATEMENT****NAMING****THE SFC GROUP, LLC, AS DEBTOR****AND****COLONIAL BANK, N.A., AS SECURED PARTY**


20080925000380130 3/3 \$.00
Shelby Cnty Judge of Probate, AL
09/25/2008 12:44:28PM FILED/CERT

All of the following, whether now owned or hereafter acquired by Debtor: (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the land (the "Land") described in Exhibit "A", attached hereto and made a part hereof (the "Improvements"); (b) all equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personal Property") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements; (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements; (e) all plans and specifications for the Improvements; (f) all Debtor's rights (but not its obligations) under any contracts relating to the Land, the Improvements or the Personal Property; (g) all deposits (including tenants' security deposits), bank accounts, funds, instruments, notes or chattel paper arising from or by virtue of any transactions relating to the Land, the Improvements or the Personal Property; (h) all Debtor's rights (but not its obligations) under any documents, contract rights, accounts, commitments, construction contracts, architectural agreements, and general intangibles (including, without limitation, trademarks, trade names and symbols) arising from or by virtue of any transactions related to the Land, the Improvements or Personal Property; (i) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements and the Personal Property; (j) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements or the Personal Property or any interest therein; (k) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property; (l) all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law; (m) all rights, title and interest of Debtor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; (n) all of the leases, rents, royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder; (o) all consumer goods located in, on or about the Land or the Improvements or used in connection with the use or operation thereof; (p) all rights, hereditaments and appurtenances pertaining to the foregoing; and (q) other interests of every kind and character that Debtor now has or at any time hereafter acquires in and to the Land, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor's rights under and with respect to all agreements regarding parking, common area maintenance, connections with adjacent properties and cross-easements with respect to adjoining properties. If the estate of Debtor in any of the above-described property is a leasehold estate (the "Leasehold Estate"), this financing statement shall cover all additional title, estate, interest, and other rights that may hereafter be acquired by Debtor in the property demised under the lease creating the Leasehold Estate.