

20081010000401690 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
10/10/2008 02:10:48PM FILED/CERT

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Heyward C. Hosch (205) 244-5204	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Heyward C. Hosch Walston, Wells & Birchall, LLP P.O. Box 830642 Birmingham, AL 35283-0642	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

File #: 20060105000007340 recorded with Shelby Co. on 1/05/2006

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 AmSouth Leasing Corporation				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME Regions Equipment Finance Corporation				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS 1900 5th Avenue North, 12th Floor		CITY Birmingham	STATE AL	POSTAL CODE 35203	COUNTRY USA
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.

The properties and interests in properties described on Schedule I attached hereto and made a part hereof, which properties and interests in properties are covered by that certain Mortgage, Assignment of Leases and Security Agreement dated as of September 1, 2005 from Debtor to the Secured Party, as amended by First Amendment to Mortgage, Assignment of Leases and Security Agreement dated as of September 22, 2008 from Debtor to Secured Party, each as recorded in the office of the Judge of Probate of Shelby County, Alabama.

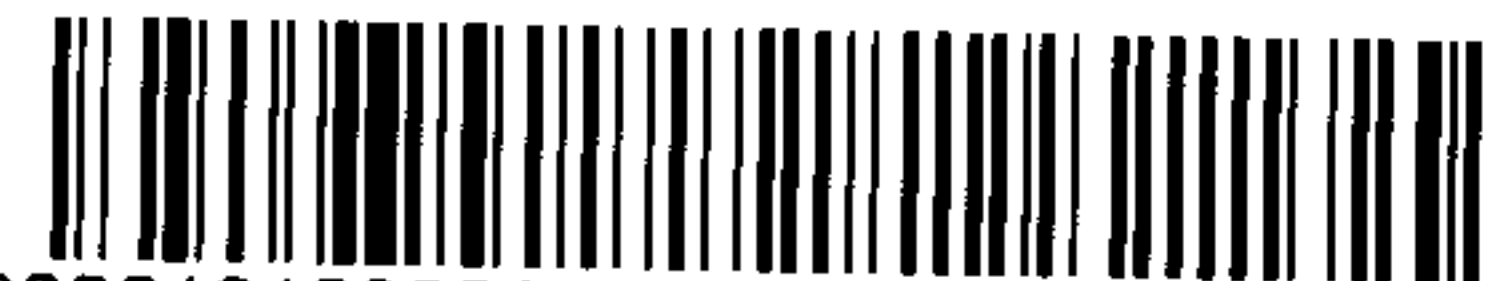
9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Regions Equipment Finance Corporation				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

217528-66, filed with Judge of Probate - Shelby Co., AL

E.f



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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 #: 20060105000007340 (Shelby Co. on 1/05/2006)

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

12a. ORGANIZATION'S NAME

Regions Equipment Finance Corporation

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

Hilltop Montessori School, Inc. 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

Pursuant to Mortgage, Assignment of Leases and Security Agreement dated as of September 1, 2005 from Debtor to Secured Party, as amended by First Amendment to Mortgage, Assignment of Leases and Security Agreement dated as of September 22, 2008 from Debtor to Secured Party (as amended, the "Mortgage") (capitalized terms used herein without definition having the same meanings as assigned in said Mortgage), the Debtor has granted, bargained, sold and conveyed unto the Secured Party, its successors and assigns, the property and interests in property described in the following Granting Clauses A through I both inclusive, and granted to the Secured Party a security interest in said property and interests in property:

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Project Site") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Project");
- B. All permits, easements, licenses, rights-of-way, contracts, appurtenances, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Project Site or the Project;
- C. The leasehold estate and interests of the Debtor in and to the Project Site under the Financing and Lease Agreement, together with all right, title and interest of the Debtor in and to all buildings, structures, improvements and fixtures now or hereafter located upon the Project Site, together with all right, title and interest of the Debtor in and to all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges, and immunities pertaining or applicable to the Project Site and interest therein, together with all right, title and interest of the Debtor in and to (i) all other rights, titles and privileges under the Financing and Lease Agreement, and (ii) all modifications, extensions and renewals of the Financing and Lease Agreement and (iii) all other, further or additional title, estate, options, privileges, interest or rights which the Debtor may now or hereafter acquire in and to the Project Site;
- D.
 - (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Project Site or the Project with respect to which the Debtor is the Secured Party, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Project Site or the Project (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter individually referred to as a "Lease", and collectively referred to as the "Leases");
 - (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
 - (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Project Site or any of the Project, 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, and liquidated damages following 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 Project Site or the Project, 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 subtenants or occupants of the Project Site or any of the Project, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, the Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

(iv) 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 proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Debtor hereby appoints the Secured Party as the Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment;

- E. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Debtor 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, 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;
- F. The Personal Property (as defined in the Financing and Lease Agreement) and any and all other personal property of every kind and nature owned by the Debtor now or at any time hereafter located on the Project Site or in the Project, including without limitation, all equipment, furniture, desks, chairs, book cases, shelving, computers, computer equipment, electronic equipment, private telephone systems, paging and public address systems, intercoms, books, audio-visual equipment and tools and equipment used in the maintenance and upkeep of the Project Site, the Project and any other Property;
- G. 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, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor;
- H. Each and every policy of hazard insurance now or hereafter in effect which insures the Property (but, in the case of blanket policies, only to the extent that such policy is applicable to the Property), or any part thereof (including without limitation the Personal Property and Project, or any part thereof), together with all right, title and interest of the Debtor in and to each and every such policy (but, in the case of blanket policies, only to the extent that such policy is applicable to the Property), including, but not limited to, all the Debtor's right, title and interest in and to any premiums paid on each such policy (but, in the case of blanket policies, only to the extent that such premiums are applicable to the Property), including all rights to return premiums;
- I. Any and 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 Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade or of any street or (c) any other injury to or decrease in value of the Property;

All of the property and interests in property described in the foregoing Granting Clauses A through I, both inclusive, being herein sometimes collectively called the "Property" and the personal property described in Granting Clause E, F and G and all other personal property covered by the Mortgage, being herein sometimes collectively called the "Personal Property";

SUBJECT, HOWEVER, to the liens, easements, rights-of-way and other exceptions described on Exhibit C to the Mortgage ("Permitted Exceptions");

TO HAVE AND TO HOLD the Property unto the Secured Party, its successors and assigns forever.


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EXHIBIT A

Hilltop Montessori School – Combined Parcel Legal Description

**LOT 1-03, BLOCK 1, ACCORDING TO THE FINAL PLAT OF THE PRIVATE
SUBDIVISION OF MT LAUREL – PHASE I, BLOCK 1 – SECTOR 1, AS RECORDED
IN MAP BOOK 37, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE OF
SHELBY COUNTY, ALABAMA.**