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Shelby Cnty Judge of Probate, AL
06/16/2009 09:07:17 AM FILED/CERT

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| |
|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) |
| Patrick J. Clarke, Esq. Burr & Forman LLP 171 17th Street, NW Suite 1100 Atlanta, GA 30363 |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

20070928000456050

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: 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

Pacifica Katie Avenue 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

1785 Hancock Street, Suite 100

CITY

San Diego

STATE

CA

POSTAL CODE

92110

COUNTRY

USA

ADD'L INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION
LLC

7f. JURISDICTION OF ORGANIZATION
NEVADA

7g. ORGANIZATIONAL ID #, if any

LLC26190-2004

☐ NONE

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

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

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

Wells Fargo Bank, National Association

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA



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UCC FINANCING STATEMENT AMENDMENT

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| A. NAME & PHONE OF CONTACT AT FILER [optional] |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) |
| Patrick J. Clarke, Esq. Burr & Forman LLP 171 17th Street, NW Suite 1100 Atlanta, GA 30363 |

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1a. INITIAL FINANCING STATEMENT FILE #
20070928000456050

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: 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 Pacifica Katie Avenue 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 1785 Hancock Street, Suite 100 | CITY San Diego | STATE CA | POSTAL CODE 92110 | COUNTRY USA |
| ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION LLC | 7f. JURISDICTION OF ORGANIZATION NEVADA | 7g. ORGANIZATIONAL ID #, if any LLC26190-2004 <input type="checkbox"/> NONE | |

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

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

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 Wells Fargo Bank, National Association | | | |
| OR 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| | | | |

10. OPTIONAL FILER REFERENCE DATA

Instructions for National UCC Financing Statement AMENDMENT (Form UCC3)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1a; correct file number of initial financing statement is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

An Amendment may relate to only one financing statement. Do not enter more than one file number in item 1a.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, use 8-1/2 X 11 inch sheets and put at the top of each sheet: "AMENDMENT" and the file number of the initial financing statement to which this Amendment relates; you are encouraged to use Amendment Addendum (Form UCC3Ad).

Always complete items 1a and 9.

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1a. **File number:** Enter file number of initial financing statement to which this Amendment relates. Enter only one file number. In some states, the file number is not unique; in those states, also enter in item 1a, after the file number, the date that the initial financing statement was filed.

1b. Only if this Amendment is to be filed or recorded in the real estate records, check box 1b and also, in item 13 of Amendment Addendum, enter Debtor's name, in proper format exactly identical to the format of item 1 of financing statement, and name of record owner if Debtor does not have a record interest.

Note: Show purpose of this Amendment by checking box 2, 3, 4, 5 (in item 5 you must check two boxes) or 8; also complete items 6, 7 and/or 8 as appropriate. Filer may use this Amendment form to simultaneously accomplish both data changes (items 4, 5, and/or 8) and a Continuation (item 3), although in some states filer may have to pay a separate fee for each purpose.

2. To terminate the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 2. See Instruction 9 below.

3. To continue the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 3. See Instruction 9 below.

4. To assign (i) all of assignor's interest under the identified financing statement, or (ii) a partial interest in the security interest covered by the identified financing statement, or (iii) assignor's full interest in some (but not all) of the collateral covered by the identified financing statement: Check box in item 4 and enter name of assignee in item 7a if assignee is an organization, or in item 7b, formatted as indicated, if assignee is an individual. Complete 7a or 7b, but not both. Also enter assignee's address in item 7c. Also enter name of assignor in item 9. If partial Assignment affects only some (but not all) of the collateral covered by the identified financing statement, filer may check appropriate box in item 8 and indicate affected collateral in item 8.

5,6,7. To change the name and/or address of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is a name and/or address change; also enter name of affected party (current record name, in case of name change) in items 6a or 6b as appropriate; and also give new name (7a or 7b) and/or new address (7c) in item 7.

5,6. To delete a party: Check box in item 5 to indicate whether deleting a Debtor or a Secured Party; also check box in item 5 to indicate that this is a deletion of a party; and also enter name (6a or 6b) of deleted party in item 6.

5,7. To add a party: Check box in item 5 to indicate whether adding a Debtor or Secured Party; also check box in item 5 to indicate that this is an addition of a party; also enter all required information in item 7: name (7a or 7b) and address (7c); also, if adding a Debtor, tax ID # (7d) in those states where required, and additional organization Debtor information (7e-g) if added Debtor is an organization. Note: The preferred method for filing against a new Debtor (an individual or organization not previously of record as a Debtor under this file number) is to file a new Financing Statement (UCC1) and not an Amendment (UCC3).

8. Collateral change. To change the collateral covered by the identified financing statement, describe the change in item 8. This may be accomplished either by describing the collateral to be added or deleted, or by setting forth in full the collateral description as it is to be effective after the filing of this Amendment, indicating clearly the method chosen (check the appropriate box). If the space in item 8 is insufficient, use item 13 of Amendment Addendum (Form UCC3Ad). A partial release of collateral is a deletion. If, due to a full release of all collateral, filer no longer claims a security interest under the identified financing statement, check box 2 (Termination) and not box 8 (Collateral Change). If a partial assignment consists of the assignment of some (but not all) of the collateral covered by the identified financing statement, filer may indicate the assigned collateral in item 8, check the appropriate box in item 8, and also comply with instruction 4 above.

9. Always enter name of party of record authorizing this Amendment; in most cases, this will be a Secured Party of record. If more than one authorizing Secured Party, give additional name(s), properly formatted, in item 13 of Amendment Addendum (Form UCC3Ad). If the indicated financing statement refers to the parties as lessee and lessor, or consignee and consignor, or seller and buyer, instead of Debtor and Secured Party, references in this Amendment shall be deemed likewise so to refer to the parties. If this is an assignment, enter assignor's name. If this is an Amendment authorized by a Debtor that adds collateral or adds a Debtor, or if this is a Termination authorized by a Debtor, check the box in item 9 and enter the name, properly formatted, of the Debtor authorizing this Amendment, and, if this Amendment or Termination is to be filed or recorded in the real estate records, also enter, in item 13 of Amendment Addendum, name of Secured Party of record.

10. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 10 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.



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Shelby Cnty Judge of Probate, AL

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Patrick J. Clarke, Esq.
Burr & Forman LLP
171 17th Street NW
Suite 1100
Atlanta, GA 30363

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2007/09/28/0045:38 176 \$34.00
Shelby County, AL
09/28/2007 12:38:33PM FILED/CERT

COPY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

| | | | | |
|--|----------------------------|--------------------------------|---|---|
| 1a ORGANIZATION'S NAME Pacifica Katie Avenue LLC | | | | |
| OR | 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 1c MAILING ADDRESS 1785 Hancock Street, Suite 100 | | CITY San Diego | STATE CA | POSTAL CODE 92110 |
| 1d. TAX I.D. #, SSN OR EIN | | 1e TYPE OF ORGANIZATION LLC | 1f JURISDICTION OF ORGANIZATION Nevada | 1g ORGANIZATIONAL I.D. #, if any LLC26190-2004 <input type="checkbox"/> NONE |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

| | | | | |
|----------------------------|----------------------------|--------------------------|---------------------------------|--|
| 2a ORGANIZATION'S NAME | | | | |
| OR | 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 2c MAILING ADDRESS | | CITY | STATE | POSTAL CODE |
| 2d. TAX I.D. #, SSN OR EIN | | 2e. TYPE OF ORGANIZATION | 2f JURISDICTION OF ORGANIZATION | 2g ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE |

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

| | | | | |
|--|----------------------------|-------------------|-------------|----------------------|
| 3a ORGANIZATION'S NAME Wells Fargo Bank, National Association | | | | |
| OR | 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 3c MAILING ADDRESS 401 B Street, Suite 1100 | | CITY San Diego | STATE CA | POSTAL CODE 92101 |

4. This FINANCING STATEMENT covers the following collateral:

This UCC financing statement covers all property of the Debtor, whether now owned or hereafter acquired by the Debtor, including, without limitation, the property described in Exhibit B attached hereto and made a part hereof, located on or about, and used or useful in connection with the real estate described in Exhibit A attached hereto and made a part hereof, and all cash and non-cash proceeds of said property.

| | |
|--|--|
| 5. ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOB <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG LIEN <input type="checkbox"/> NON-UCC FILING | |
| 6 <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum | 7 Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 [OPTIONAL FEE] |
| 8 OPTIONAL FILER REFERENCE DATA Fixture Filing - 255 North Main Street - Shelby County, Alabama | |

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 07/29/08)



20090616000229120 4/8 \$.00
Shelby Cnty Judge of Probate, AL
06/16/2009 09:07:17 AM FILED/CERT

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9 NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

| | | |
|---------------------------|---------------------------|--------------------------------|
| 9a ORGANIZATION'S NAME | | |
| Pacifica Katie Avenue LLC | | |
| OR | 9b INDIVIDUAL'S LAST NAME | FIRST NAME MIDDLE NAME, SUFFIX |

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING
OFFICE USE ONLY

11 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -- insert only one name (11a or 11b) -- do not abbreviate or combine names

| | | | | |
|-------------------------|--------------------------------------|--------------------------|----------------------------------|---|
| 11a ORGANIZATION'S NAME | | | | |
| OR | 11b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 11c MAILING ADDRESS | | CITY | STATE | POSTAL CODE COUNTRY |
| 11d TAX ID # SSN OR EIN | ADULT INFO ORGANIZATION DEBTOR | 11e TYPE OF ORGANIZATION | 11f JURISDICTION OF ORGANIZATION | 11g ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE |

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME -- insert only one name (12a or 12b)

| | | | | |
|-------------------------|----------------------------|------------|-------------|---------------------|
| 12a ORGANIZATION'S NAME | | | | |
| OR | 12b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 12c MAILING ADDRESS | | CITY | STATE | POSTAL CODE COUNTRY |

13. The FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing

14. Description of real estate:

See Exhibit A attached hereto.

15. Additional collateral description:

See Exhibit B attached hereto.

16. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

Debtor is record owner.

17. Check only if applicable and check only one box

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction -- effective 30 years

☐ Filed in connection with a Public-Finance Transaction -- effective 30 years

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)



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Shelby Cnty Judge of Probate, AL
06/16/2009 09:07:17 AM FILED/CERT

EXHIBIT A

20070926000458000 378 334.00
Shelby Cnty Judge of Probate, AL
09/28/2007 02:38:33PM FILED/CERT

Debtor: Pacifica Katie Avenue LLC
Secured Party: Wells Fargo Bank, National Association

Description of the Land

The land referred to in this commitment is described as follows:

PARCEL I:

Lot Number Thirteen (13) in the Storrs and Troy allotment or plot of lands and lots, Addition to the Town of Montevallo, Shelby County, Alabama, according to the Survey and Plot of N.B. Dare, made 1-22-1884, which is duly recorded in the Office of the Probate Judge for Shelby County, in Map Book 3, page 3, said lot being situated in Shelby County, Alabama.

PARCEL II:

Lot 14, according to Storrs and Troy Addition to Town of Montevallo, Alabama, as surveyed by N.B. Dare, as recorded in Map Book 3, page 3, in the Probate Office of Shelby County, being situated in Shelby County, Alabama. EXCEPT the Southeast 10 feet for widening of Island Street.

PARCEL III:

Lot Number 16, in the Storrs and Troy allotment of lands and the Town of Montevallo, according to the survey and plat of N. B. Dare, January 22, 1884, which is recorded in the Probate Office of Shelby County, in Map Book 3, page 3.

LESS AND EXCEPT a part of Lot 16 in the Storrs and Troy Allotment of Lands as the Town of Montevallo, according to the Survey and Plat of N. B. Dare, 1-22-1884, which is recorded in the Probate Office of Shelby County, Alabama in Map Book 3, page 3. Said part of Lot 16 being more particularly described as follows: Begin at the Northmost corner of said Lot 16, said point being on the Southerly side of Main Street, and run along the Easterly side of said Lot 16 towards Island Street for a distance of 100 feet; thence run in a Southwesterly direction and parallel with Main Street a distance of 43 feet; thence run in a Northwesterly direction and parallel with the Easterly side of said Lot 16 a distance of 100 feet to the Southerly side of Main Street; thence run in a Northeasterly direction along said Southerly side of Main Street a distance of 43 feet to the point of beginning.

All being situated in Shelby County, Alabama.

PARCEL IV:

That tract of land situated between the existing Southeasterly right of way line of Main Street and the Southeasterly right of way line as recorded in Map Book 3, page 3, in the Probate Office of Shelby County, Alabama, which is Northwesterly of and perpendicular to Lot 13, and the Southwesterly 67.0 feet of Lot 16, of said Map Book 3, page 3, in the Storrs and Troy allotment of plot of lands and lots, Addition to the Town of Montevallo, Shelby County, Alabama, according to the Survey of N. B. Dare, made 1-22-1884.

And also described as:

A tract of land being Lot 13, Lot 14 and a portion of lot 16 in the Storrs and Troy allotment or plot of lands and lots Addition to the Town of Montevallo, Shelby County, Alabama according to the Survey and Plot of N. B. Dare, made 1-22-1884, which is duly recorded in the Office of the Probate Judge for Shelby County, Alabama, Map Book 3, page 3, said lots being situated in Shelby County, Alabama and being more particularly described as follows:

Beginning at an iron pin located on the Southeast Corner of said Lot 14, said point being on the west 50 foot right-of-way margin of Island Street, said point also being the TRUE POINT OF BEGINNING; thence run S 52°52'30" W along the south boundary line of said Lot 14 and the west 50 foot right-of-way margin of Island Street for a distance of 101.50 feet to the Southwest Corner of said Lot 14; thence run N 36°45'00" W along the west boundary line of said Lot 14 for a distance of 204.23 feet to the Northwest Corner of said Lot 14 and a point on the south boundary line of said Lot 13; thence run S 53°15'00" W along said south boundary line of Lot 13 for a distance of 8.50 feet to the Southwest Corner of said Lot 13; thence run N 36°45'00" W along the west boundary line of said Lot 13 for a distance of 199.09 feet to a point on the south 80 foot, platted, right-of-way margin of North Main Street; thence run N 51°42'55" E along said south 80 foot, Platted, right-of-way margin for a



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distance of 177.08 feet to a point on the west boundary line of the property owned by Loyd V. Harris and Cliffortine K. Harris, Deed Book 310, Page 417, on record at said Probate Office; thence run S 36°45'00" E along said west boundary of the Harris property for a distance of 100.00 feet to the Southwest Corner of said Harris property; thence run N 51°42'55" E along the south boundary line of said Harris property for a distance of 43.00 feet to a point on the east boundary line of said Lot 16; thence run S 36°45'00" E along said east boundary line of Lot 16 for a distance of 104.98 feet to the Southeast Corner of said Lot 16; thence run S 53°15'00" W along the south boundary line of said Lot 16 for a distance of 110.00 feet to the Southwest Corner of said Lot 16 and the Northeast Corner of said Lot 14; thence run S 36°45'00" E along the east boundary line of said Lot 14 for a distance of 203.56 feet to a point and back to the TRUE POINT OF BEGINNING.

Source of title: Instrument 2001/01914 and Instrument 2001/01915 Shelby County, Alabama.

SURVEYOR'S LEGAL DESCRIPTION:

A tract of land containing 1.38 acres more or less, being Lot 13, Lot 14 and a portion of lot 16 in the Storrs and Troy allotment or plot of lands and lots Addition to the Town of Montevallo, Shelby County, Alabama according to the Survey and Plot of N. B. Dare, made 1-22-1884, which is duly recorded in the Office of the Probate Judge for Shelby County, Alabama, Map Book 3, page 3, said lots being situated in Shelby County, Alabama and being more particularly described as follows:

Beginning at an iron pin located on the Southeast Corner of said Lot 14, said point being on the west 50 foot right-of-way margin of Island Street, said point also being the TRUE POINT OF BEGINNING; thence run S 52°52'30" W along the south boundary line of said Lot 14 and the west 50 foot right-of-way margin of Island Street for a distance of 101.50 feet to the Southwest Corner of said Lot 14; thence run N 36°45'00" W along the west boundary line of said Lot 14 for a distance of 204.23 feet to the Northwest Corner of said Lot 14 and a point on the south boundary line of said Lot 13; thence run S 53°15'00" W along said south boundary line of Lot 13 for a distance of 8.50 feet to the Southwest Corner of said Lot 13; thence run N 36°45'00" W along the west boundary line of said Lot 13 for a distance of 199.09 feet to a point on the south 80 foot, platted, right-of-way margin of North Main Street; thence run N 51°42'55" E along said south 80 foot, Platted, right-of-way margin for a distance of 177.08 feet to a point on the west boundary line of the property owned by Loyd V. Harris and Cliffortine K. Harris, Deed Book 310, Page 417, on record at said Probate Office; thence run S 36°45'00" E along said west boundary of the Harris property for a distance of 100.00 feet to the Southwest Corner of said Harris property; thence run N 51°42'55" E along the south boundary line of said Harris property for a distance of 43.00 feet to a point on the east boundary line of said Lot 16; thence run S 36°45'00" E along said east boundary line of Lot 16 for a distance of 104.98 feet to the Southeast Corner of said Lot 16; thence run S 53°15'00" W along the south boundary line of said Lot 16 for a distance of 110.00 feet to the Southwest Corner of said Lot 16 and the Northeast Corner of said Lot 14; thence run S 36°45'00" E along the east boundary line of said Lot 14 for a distance of 203.56 feet to a point and back to the TRUE POINT OF BEGINNING.

Land containing 60297.90 sq. ft. and 1.38 acres.



20090616000229120 7/8 \$.00
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EXHIBIT B

2007092800456060 5/5 \$34.00
Shelby Cnty Judge of Probate, AL
09/28/2007 02:38:33PM FILED/CERT

Debtor: Pacifica Katie Avenue LLC
Secured Party: Wells Fargo Bank, National Association

Description of the Property

(a) All that tract or parcel of land particularly described in Exhibit A attached hereto and made a part hereof.

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Exhibit A, and all fixtures, machinery, equipment, furniture, furnishings, and personal property of every nature whatsoever now or hereafter owned by the Borrower and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(c) All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by Borrower for the purpose of being used or useful in connection with the improvements located or to be located on the real estate described herein, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located, including, but without limitation, all lumber and lumber products, bricks, building stones, and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same, including but not limited to:

(a) All rents, profits, issues, and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Borrower, however, so long as Borrower is not in default hereunder, the right to receive and retain the rents, issues, and profits thereof; and

(b) All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards.

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Shelby Cnty Judge of Probate, AL
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