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JCC FINANC FOLLOW INSTRUCT	MENT AMENDME back) CAREFULLY	20091223000468730 1/4 \$32.00 Shelby Cnty Judge of Probate, AL						
A. NAME & PHONE OF CO		8) 662-4141	12/23/	2009 01	:17:53 PM FILED/CE	RT		
B. SEND ACKNOWLEDGE		· · · · · · · · · · · · · · · · · · ·						
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		ALAL FIXTUF	RE I					
				THE ABOV	E SPACE	IS FOR FILING OFFICE USE	ONLY	
2005050600021					1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.			
TERMINATION:		e Financing Statement identified abov						
X CONTINUATION continued for the ac	 Effectiveness of the Iditional period provide 	e Financing Statement identified aboved by applicable law.	ve with respect to th	e security interest(s) of the Secure	d Party au	thorizing this Continuation Sta	atement is	
ASSIGNMENT (full or partial): Give i	name of assignee in item 7a or 7	b and address of	assignee in 7c; and also give	name of a	assignor in item 9.	<u></u>	
AMENDMENT (PART	Y INFORMATION):	This Amendment affects Del	btor <u>or</u> Secu	red Party of record. Check only or		W-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	, <u>, , , , , , , , , , , , , , , , , , </u>	
CHANGE name and	d/or address: Give curr	xes a <u>nd</u> provide appropriate info ent record name in item 6a or 6b; also	o give new 📁	ן DELETE name: Give record nam	1 r	ADD name: Complete item 7a		
CURRENT RECORD	····	nd/or new address (if address change)) in item 7c.	to be deleted in item 6a or 6b.		item 7c; also complete items	7d-7g (if applicab	
6a. ORGANIZATION'S						· · · · · · · · · · · · · · · · · · ·		
6b. INDIVIDUAL'S LAS	NAME		FIRST NAME		MIDDLE	I A BAC	Leurry	
LUMPKIN			EDWIN		MIDDLE NAMÉ		SUFFIX	
CHANGED (NEW) OR	ADDED INFORMA	ATION:			Ь.	· · · · · · · · · · · · · · · · · · ·		
7a. ORGANIZATION'S	· · · · · · · · · · · · · · · · · · ·					· · · · · · · · · · · · · · · · · · ·		
R			FIRST NAME		MIDDLE NAME SUF		SUFFIX	
							00	
c. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY	
d. <u>SEE INSTRUCTION</u> ADD'L INFO RE 7e. TYPE OF ORGANIZA ORGANIZATION DEBTOR		7e. TYPE OF ORGANIZATION	N 7f. JURISDICTION OF ORGANIZATION		7g. ORGANIZATIONAL ID #, if any			
	ATERAL CHANGE	: check only o <u>ne</u> box.				· · · · · · · · · · · · · · · · · ·	<u> </u>	
		d, or give entire restated collate						
All of the fixtures, Debtor, all addition	equipment, furi	niture, furnishings and pe its and proceeds thereof	rsonal proper	rty of every nature, now	owned	d or hereafter acquir	red by	
oart hereof, locate	ed on the real p	roperty described on the	attached Exh	ibit "A". THIS FINAN	CING S	TATEMENT IS FILI	ED A	
		NNECTION WITH A MOR						
NAME of SECURED F	PARTY OF RECOR	D AUTHORIZING THIS AMEND	MENT (name of as	signor, if this is an Assignment). If	this is an A	Amendment authorized by a D	Debtor which	
adds collateral or adds th	e authorizing Debtor, o	D AUTHORIZING THIS AMENDED or if this is a Termination authorized by	MENT (name of as y a Debtor, check h	signor, if this is an Assignment). If ere and enter name of DEBTO	this is an A	Amendment authorized by a Cing this Amendment.	Debtor which	
NAME OF SECURED F adds collateral or adds the 9a. ORGANIZATION'S Compass Bank	e authorizing Debtor, o	D AUTHORIZING THIS AMENDED or if this is a Termination authorized by	MENT (name of as	signor, if this is an Assignment). If ere and enter name of DEBTC	this is an A	Amendment authorized by a Cring this Amendment.	Debtor which	

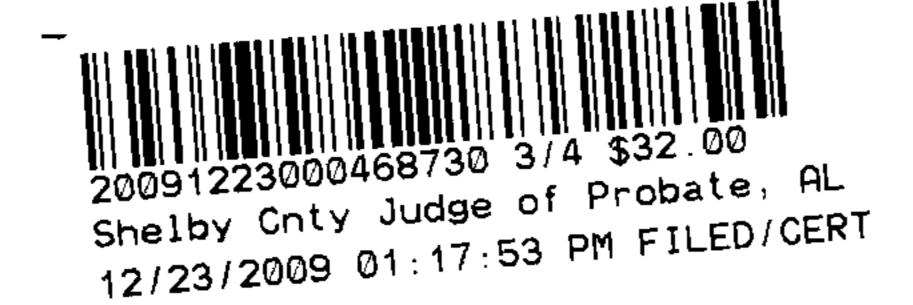
21410622 Debtor Name: LUMPKIN, EDWIN B. 77-9819 AFS 01505

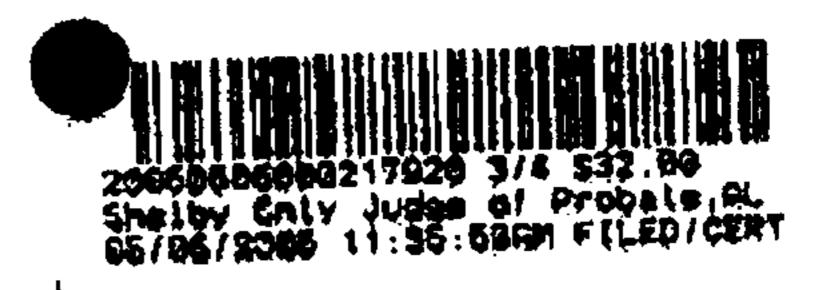
10. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT AMENDMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY 11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form) 20050506000217920 05/06/05 CC AL Shelby 12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form) 12a. ORGANIZATION'S NAME Compass Bank OR 12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

__ Description: See attached Exhibit "A".





SCHEDULE

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

- (a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and
- All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and
- All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and
- (d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and
- (e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

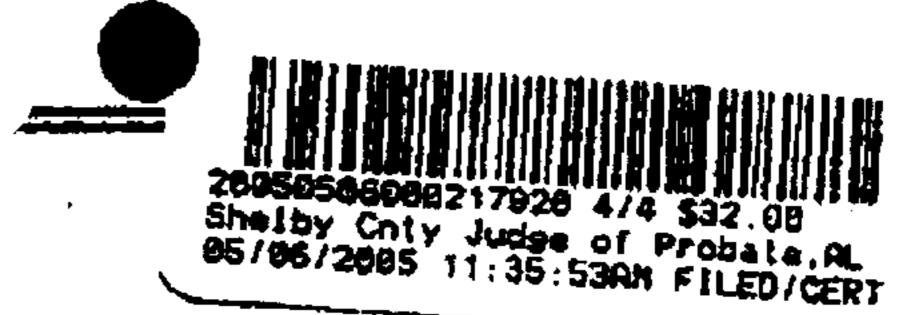


EXHIBIT "A"

Commence at the Southeast corner of the NW 1/4 of the NE 1/4 of Section 18, Township 21 South, Range 2 West, and run West along the South line of same 242.7 feet to the Bast right of way line of the Birmingham-Montgomery Righway, thence along said Righway right of way line North 38 degrees 15 minutes West 589 feet to the point of beginning, thence continue in a Northerly direction along the East right of way line of said Birmingham-Montgomery Highway (being U.S. Highway 31) a distance of 153 feet; thence Worth 72 degrees 10 minutes East a distance of 423 feet; thence run South 2 degrees 15 minutes East parallel with the East line of said Quarter-Quarter Section a distance of 110 feet; thence in a Southwasterly direction a distance of 360 feet, more or less, to the point of beginning. Situated in Shelby County, Alabams.

PARCEL II:
Commence at the Northeast corner of the NW 1/4 of the NE 1/4 of Section 18, Township 21
South, Range 2 West, Shelby County, Alabams and run thence Southerly along the East line
of said Quarter-Quarter 238.41 feet to a point; thence turn 86 degrees 50 minutes 01
seconds right and run Mesterly 989.15 feet to a point; thence turn 125 degrees 04 minutes
15 seconds left and run Southeasterly 718.34 feet to a point on the East right of way line
of U.S. Highway 31; thence turn 00 degrees 19 minutes 13 seconds left and run along said
right of way line 81.61 feet to a steel rebar and the point of beginning of the property
being described; thence continue along last described course 80.00 feet to a steel rebar
corner; thence turn 86 degrees 06 minutes 08 stronds left and run Easterly 169.41 feet to
a steel rebar corner; thence turn 84 degrees 17 minutes 13 seconds left and run Northerly
59.31 feet to a steel rebar corner; thence turn 89 degrees 09 minutes 00 seconds left and
run Westerly 181.95 feet to the point of beginning.
According to survey of Joseph B. Conn, RLB \$9049, dated June 18, 1996.

PARCEL III: Commence at the Northeast corner of the NW 1/4 of the NB 1/4 of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama, and run thence Southerly along the Bast line of said Quarter-Quarter 238.41 feet to a point; thence turn 86 degrees 50 minutes 01 seconds right and run Westerly 989.15 feet to a point; thence turn 125 degrees 04 minutes 15 seconds left and run Southeasterly 718.34 feet to a point on the East right of way of U.S. Highway 31 and the point of beginning of the property being described; thence turn 00 degrees 19 minutes 13 seconds left and run along said right of way line \$1.51 feet to a steel rebar cornar; thence turn 79 degrees 32 minutes 21 seconds left and run Basterly 181.95 feet to a steel rebar corner; thence turn 89 degrees 09 minutes 00 seconds right and run Southerly 59.31 feet to a steel rebar corner; thence turn 95 degrees 42 minutes 47 seconds left and run Easterly 55.93 feet to an open top pipe corner; thence turn 39 degrees 37 minutes 39 seconds right and run Bast-Southeasterly 258.58 feet to a railroad rail corner, thence turn 95 degrees 02 minutes 31 seconds left and run Northerly along an existing fance line 320.14 feet to a railroad rail corner; thence turn 105 degrees 39 minutes 00 seconds left and run Westerly along an existing fence line 237.61 feet to an angle iron corner; thence turn 86 degrees 01 minutes 05 seconds left and run Southerly along an existing fence line 110.50 fact to an angle iron corner; thence turn 81 degrees 06 minutes 17 seconds right and run Westerly 360.17 feet to the point of beginning. According to survey of Joseph B. Conn, Jr., RLS #9049, dated June 18, 1995.

PARCEL IV: That part of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 21, Range 2 West, described as follows:

Commencing at the Southeast corner and run North 2 degrees 15 minutes West 793 feet to the point of beginning; thence run South 72 degrees 10 minutes West, 686 feet to the Bast right of way line of the Birmingham-Montgomery Highway; thence run North 40 degrees 30 minutes West, 124.5 feet along the Bast side of said highway; thence run North 72 degrees 10 minutes Bast, 762.6 feet to the East boundary line; thence run South 2 degrees 15 minutes Bast, 121.4 feet to the point of beginning; being situated in Shelby County, Alabama.