

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



20091223000468730 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
12/23/2009 01:17:53 PM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 19894 COMPASS BANK

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21410622

ALAL
FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
20050506000217920 05/06/05 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

OR

6b. INDIVIDUAL'S LAST NAME

LUMPKIN

FIRST NAME

EDWIN

MIDDLE NAME

B.

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 of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A". THIS FINANCING STATEMENT IS FILED A ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT BEING FILED SIMULTANEOUSLY HEREWITH, ON WHICH THE APPROPRIATE MORTGAGE TAX IS BEING PAID.

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

Compass Bank

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

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

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
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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

13. Use this space for additional information

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20091223000468730 2/4 \$32.00
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— Description: See attached Exhibit "A".

20091223000468730 3/4 \$32.00
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20091223000468730 3/4 \$32.00
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05/06/2009 11:36:59AM FILED/CERT

SCHEDULE I

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

(b) 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

(c) 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.

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EXHIBIT "A"**PARCEL I:**

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 East right of way line of the Birmingham-Montgomery Highway; thence along said Highway 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 North 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 Southwesterly direction a distance of 360 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

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, Alabama 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 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 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 seconds 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 E. Conn, RLS #9049, dated June 18, 1996.

PARCEL III:

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, Alabama, 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 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 81.61 feet to a steel rebar corner; thence turn 79 degrees 32 minutes 21 seconds left and run Easterly 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 East-Southeasterly 259.58 feet to a railroad rail corner; thence turn 95 degrees 02 minutes 31 seconds left and run Northerly along an existing fence 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 feet 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 E. Conn, Jr., RLS #9049, dated June 18, 1996.

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