

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] <b>Wendy Summerlin 252-296-0650</b>
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Branch Banking And Trust Company P. O. Box 1626 Wilson, N. C. 27894-9961</b>

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # <b>20060316000123100</b>	March 16, 2006	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input checked="" type="checkbox"/>
2. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> 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 <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> 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. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> 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 <b>2801 Riverview, LLC (DEBTOR)</b>		
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		
<b>1049 Powers Ferry Road</b>		CITY <b>Atlanta</b> STATE <b>GA</b> POSTAL CODE <b>30067</b> COUNTRY <b>USA</b>
7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION <b>Limited Liability Co.</b> 7f. JURISDICTION OF ORGANIZATION <b>Georgia</b> 7g. ORGANIZATIONAL ID #, if any <b>0141670</b> <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> stated collateral description, or describe collateral <input type="checkbox"/> assigned.		

All property of Debtor described on Exhibit "B" attached hereto and located on, in or used in connection with the real property described on Exhibit "A" attached hereto and all improvements and fixtures thereon.

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 <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME <b>Branch Banking And Trust Company</b>			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME SUFFIX	
10. OPTIONAL FILER REFERENCE DATA <b>Shelby Co., Alabama 1/20/2011</b>			



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Exhibit A

*Legal Description of Land*

Lot 2B, Cahaba River Park First Addition – Phase II, as recorded in Map Book 32, Page 77 in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of said Lot 2B, said point lying on the West line of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, said point also being a common corner of Lot 1B, Cahaba River Park First Addition – Phase II, and lying on the Easterly line of Lot 16, Cahaba River Lake Estates First Sector, as recorded in Map Book 67, Page 13 in the Office of the Judge of Probate of Jefferson County, Alabama; thence North 90 degrees, 00 minutes, 00 seconds East along the common line of said Lot 2B and Lot 1B a distance of 240.00 feet to a found W.S. capped iron; thence South 39 degrees, 30 minutes, 23 seconds East along the common line of said Lot 2B and Lot 1B a distance of 508.99 feet to a found rebar, said point being the P.C. (Point of Curve) of a curve to the left having a radius of 377.38 feet, a central angle of 39 degrees, 05 minutes, 50 seconds and a chord bearing of South 59 degrees, 03 minutes, 18 seconds East; thence in a Southeasterly direction along the arc of said curve and along the common line of said Lot 2B and Lot 1B a distance of 257.51 feet to a found rebar; said point lying on a curve to the left having a radius of 75.00 feet, a central angle of 151 degrees, 28 minutes, 09 seconds and a chord bearing of South 89 degrees, 47 minutes, 47 seconds East; thence in a Southeasterly, Easterly, and Northeasterly direction along the arc of said curve and along the common line of said Lot 2B and Lot 1B a distance of 198.27 feet to a found rebar; thence North 81 degrees, 27 minutes, 42 seconds East along the common line of said Lot 2B and Lot 1B a distance of 185.70 feet to a found rebar, said point being the P.C. (Point of Curve) of a curve to the right having a radius of 197.54 feet, a central angle of 37 degrees, 15 minutes and a chord bearing of South 79 degrees, 54 minutes, 48 seconds East; thence in an Easterly and Southeasterly direction along the arc of said curve and along the common line of said Lot 2B and Lot 1B a distance of 128.43 feet to a found rebar being the P.T. (Point of Tangent) of said curve; thence tangent to said curve South 61 degrees, 17 minutes, 08 seconds East along the common line of said Lot 2B and Lot 1B a distance of 14.61 feet to a found rebar lying on the Northwesternly right of way line of Riverview Road, said point also lying on a curve to the right having a radius of 3779.83 feet, a central angle of 1 degree, 29 minutes, 07 seconds and a chord bearing of South 29 degrees, 49 minutes, 50 seconds West; thence in a Southwesterly direction along the arc of said curve and said Northwesternly right of way line a distance of 97.98 feet to a set W.S. capped iron being the P.T. (Point of Tangent) of said curve; thence tangent to said curve South 30 degrees, 34 minutes, 20 seconds West along said Northwesternly right of way line a distance of 80.84 feet to a found rebar, being the P.C. (Point of Curve) of a curve to the right having a radius of 228.06 feet, a central angle of 53 degrees, 38 minutes, 30 seconds and chord bearing of South 57 degrees, 23 minutes, 35 seconds West; thence in a Southwesterly direction along the arc of said curve and said Northwesternly right of way line a distance of 213.52 feet to a found rebar being the P.T. (Point of Tangent) of said curve; thence tangent to said curve South 84 degrees, 12 minutes, 50 seconds West along said Northwesternly right of way line a distance of 95.62 feet to a found rebar, said point being the P.C. (Point of Curve) of a curve to the left having a radius of 499.28 feet, a central angle of 27 degrees, 06 minutes, 30 seconds and chord bearing of South 70 degrees, 39 minutes, 35 seconds West; thence in a Southwesterly direction along the arc of said curve and along said Northwesternly right of way line a distance of 236.22 feet to a found rebar being the P.T. (Point of Tangent) of said curve; thence tangent to said curve South 57 degrees, 06 minutes, 20 seconds West along said Northwesternly right of way line a distance of 565.19 feet to a found rebar, being the P.C. (Point of Curve) of a curve to the right having a radius of 256.63 feet, a central angle of 43 degrees, 19 minutes, 57 seconds and a chord bearing of South 78 degrees, 46 minutes, 18 seconds West;

SEE ATTACHED PAGE 2 FOR CONTINUATION OF LEGAL DESCRIPTION:

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Exhibit A

*Legal Description of Land*

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thence in a Southwesterly and Westerly direction along the arc of said curve and along the Northwesternly, Northerly and Northeasterly right of way line of said Riverview Road a distance of 194.09 feet to a found rebar, being the P.T. (Point of Tangent) of said curve; thence tangent to said curve North 79 degrees, 33 minutes, 43 seconds West along said Northeasterly right of way line a distance of 7.35 feet to a found rebar lying on the West line of the Northeast  $\frac{1}{4}$  of said Section 35; thence North 00 degrees, 01 minute, 06 seconds East along the West line of said  $\frac{1}{4}$  section, the West line of said Lot 2B and along the East line of Lots 26, 25, 24, 23, 22 and 21 of Cahaba River Lake Estates Second Sector, as recorded in Map Book 70, Page 43 in the Office of the Judge of Probate of Jefferson County, Alabama, and along the East line of the aforementioned Lot 16 of Cahaba River Lake Estates First Sector a distance of 1219.81 feet to a found W.S. capped iron and the point of beginning.

Being situated in Shelby County, Alabama.

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**EXHIBIT B**  
**To**  
**UCC FINANCING STATEMENT**

**DEBTOR:** 2801 Riverview, LLC, a Georgia limited liability company  
**SECURED PARTY:** Colonial Bank, N.A., a national banking association

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**Description of Collateral**

(a) All tracts, pieces, or parcels of land more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land (the "Improvements"), and all gas and electric fixtures, radiators, heaters, engines, machinery, boilers, ranges, elevators, motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus that are or will be attached to the Improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on, or about, or used or intended to be used with or in connection with the construction, use, operation, or enjoyment of the Improvements, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land as between the parties hereto and all persons claiming by, through, or under Debtor and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by the Security Deed;

(c) All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by Debtor for the purpose of being used or useful in connection with the Improvements located or to be located on the Land, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to the Land or not, and whether in storage or otherwise, wheresoever the same might 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 ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, washers, dryers, and in general all building materials and equipment of every kind and character used or useful in connection with said Improvements;

(d) 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, under, or above the Land or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, appurtenances, reversions, and remainders whatsoever in any way belonging, relating, or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate, or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

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(e) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land and the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases;

(f) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or hereafter to be received from third parties (including all earnest money deposits) or deposited by Debtor with third parties (including all utility deposits), contract rights, goodwill, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit, which arise from or relate to construction on the Land, to any business now or hereafter to be conducted on the Land, or to the Land and the Improvements generally;

(g) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard, or casualty insurance policies and all condemnation awards or payments now or hereafter to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements, or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud, or concealment of a material fact;

(h) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory; and

(i) All proceeds of, additions and accretions to, substitutions and replacements for, and any changes in any of the property described above.