

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

58990557 - 330860

Corporation Service Company  
801 Adlai Stevenson Drive  
Springfield, IL 62703

Filed In: Alabama Shelby



20110620000180900 1/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
06/20/2011 04:03:50 PM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

20061019000518390 10/19/2006

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 SHILOH CREEK, 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

CITY

STATE

POSTAL CODE

COUNTRY

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.

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 BANK fka AMSOUTH BANK

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA Debtor: SHILOH CREEK, LLC

58990557

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)  
20061019000518390 10/19/2006

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

12a. ORGANIZATION'S NAME REGIONS BANK fka AMSOUTH BANK

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

Shiloh Creek, LLC  
5800 Feldspar Way  
Hoover AL 35242

See attached



20110620000180900 2/5 \$35.00  
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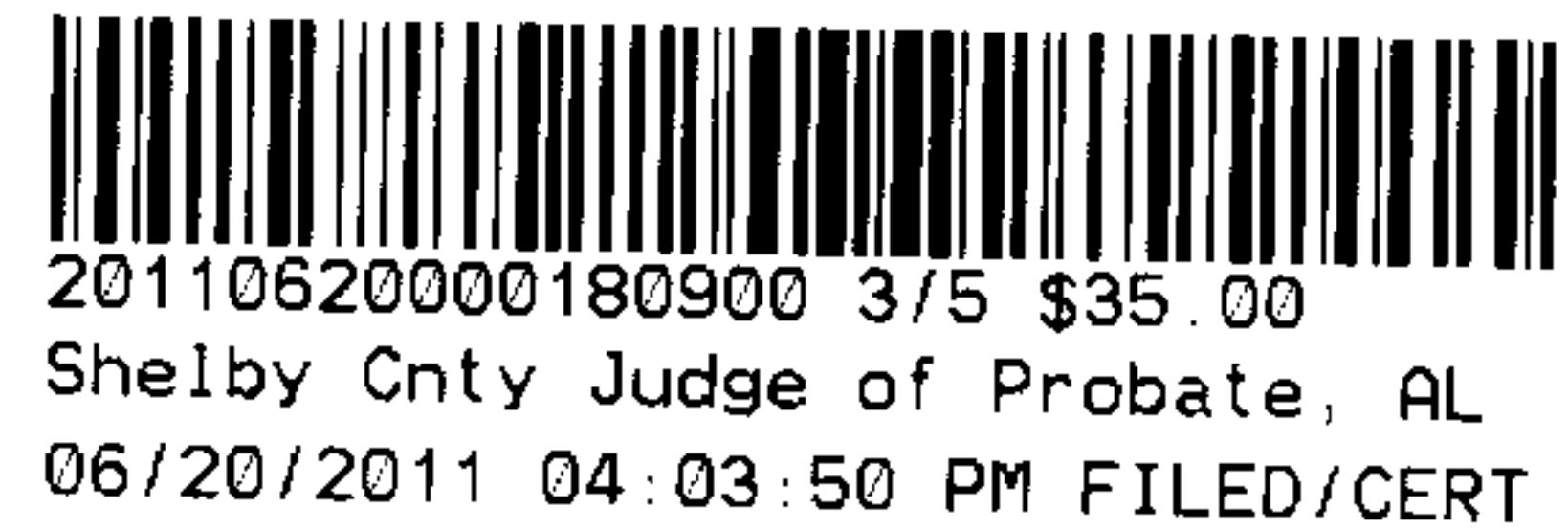
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SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)



Debtor/Mortgagor: Shiloh Creek, LLC

Secured Party/Mortgagee: AmSouth Bank

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The following (hereinafter "Mortgaged Property"):

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- c) 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, 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 the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- d) Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.
- e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, 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 Mortgaged Property (all such leases,

subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

g) Together with 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 Mortgagor 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 Mortgaged Property 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 Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (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 Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

h) Together with any award, dividend or other payment made hereafter to the Mortgagor 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. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.



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## EXHIBIT "A"

Commence at the Northeast corner of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 89 degrees 38 minutes 02 seconds West along the North boundary of said section for a distance of 1317.70 feet to the Northwest corner of the Northeast one-fourth of the Northeast one-fourth; thence proceed North 89 degrees 39 minutes West along the North boundary of the Northwest one-fourth of the Northeast one-fourth for a distance of 329.49 feet; thence proceed South 00 degrees 37 minutes 09 seconds East for a distance of 256.49 feet; thence proceed South 89 degrees 15 minutes 13 seconds East for a distance of 13.57 feet; thence proceed South 00 degrees 26 minutes 45 seconds West for a distance of 125.0 feet; thence proceed North 89 degrees 15 minutes 13 seconds West for a distance of 21.47 feet; thence proceed South 00 degrees 05 minutes 23 seconds West for a distance of 110.36 feet; thence proceed North 89 degrees 12 minutes 43 seconds West for a distance of 20.59 feet; thence proceed South 00 degrees 51 minutes 08 seconds West for a distance of 49.66 feet; thence proceed South 89 degrees 08 minutes 52 seconds East for a distance of 33.83 feet; thence proceed South 09 degrees 13 minutes West for a distance of 121.26 feet; thence proceed South 89 degrees 15 minutes 13 seconds East for a distance of 20.57 feet; thence proceed South 13 degrees 28 minutes 44 seconds East for a distance of 115.48 feet; thence proceed South 76 degrees 31 minutes 16 seconds West for a distance of 16.13 feet; thence proceed South 13 degrees 28 minutes 44 seconds East for a distance of 170.0 feet; thence proceed North 76 degrees 31 minutes 16 seconds East for a distance of 60.0 feet; thence proceed South 13 degrees 28 minutes 44 seconds East for a distance of 120.75 feet; thence proceed South 17 degrees 14 minutes 38 seconds East for a distance of 50.0 feet; thence proceed North 74 degrees 47 minutes 14 seconds East for a distance of 25.54 feet; thence proceed South 13 degrees 34 minutes 49 seconds East for a distance of 100.79 feet; thence proceed North 86 degrees 14 minutes 53 seconds East for a distance of 222.35 feet; thence proceed South 19 degrees 19 minutes 02 seconds East for a distance of 175.58 feet to a point on the South boundary of the Northeast one-fourth of the Northeast one-fourth; thence proceed North 89 degrees 48 minutes 03 seconds East along the South boundary of said quarter - quarter section for a distance of 685.14 feet; thence proceed North 00 degrees 12 minutes 17 seconds East for a distance of 420.01 feet; thence proceed North 89 degrees 48 minutes 03 seconds East for a distance of 470.01 feet to a point on the East boundary of said section; thence proceed North 00 degrees 11 minutes 27 seconds East along the East boundary of said section for a distance of 906.45 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of the Northeast one-fourth and the Northwest one-fourth of the Northeast one-fourth of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama.

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