

20120104000004260 1/4 \$33.00
Shelby Cnty Judge of Probate, AL
01/04/2012 12:26:11 PM FILED/CERT

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Saikat Ray & 877-873-6990
B. SEND ACKNOWLEDGMENT TO: (Name and Address) ALLY UCC PO Box 982115 EL Paso, TX 79998-2115

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 20070619000287770	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 <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. ☐ 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 Lwellen Realty, 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
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 <u>one</u> 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 GMAC Bank			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

10. OPTIONAL FILER REFERENCE DATA

BC 340, PDN 81344, MZW0FS.

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

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11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

20070619000287770

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

12a. ORGANIZATION'S NAME

GMAC BANK

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

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ALL OF THE PROPERTY OF DEBTOR DESCRIBED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF, SEE
EXHIBIT "A" ATTACHED
HERETO FOR DESCRIPTION OF REAL ESTATE.



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Exhibit A
LEGAL DESCRIPTION
(Lwellen Realty, LLC)

Parcel 1:

Lot 1-BB, according to a Resurvey of Lot 1-B of Resurvey of Lot 1-A, of Resurvey of Lot 1, B & S Subdivision, as recorded in Map Book 13, Page 143, in the Probate Office of Shelby County, Alabama.

Parcel 2:

A parcel of land lying and being in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at Northeast corner of the Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 5, Township 19 South, Range 1 West; thence run in a Southerly direction, along the East line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ for a distance of 29.94 feet to a capped iron being the point of beginning; thence continue along the last said course for a distance of 210.06 feet to a 1 inch open top pin; thence with an interior angle of 92 degrees 17 minutes 43 seconds left, leaving said East line, run in a Westerly direction for a distance of 765.35 feet to a capped iron on the Eastern right-of-way of U.S. Highway 280; thence with an interior angle of 95 degrees 57 minutes 59 seconds left run in a Northerly direction along the Eastern right-of-way for a distance of 161.98 feet to a right-of-way monument; thence with an interior angle of 93 degrees 57 minutes 46 seconds left continue along said right-of-way for a distance of 143.30 feet to a right of way monument; thence with a deflection angle of 79 degrees 52 minutes 45 seconds left continue along said right-of-way in a Northerly direction for a distance of 29.79 feet to a capped iron on the Southern right-of-way of Bowling Drive; thence with an interior angle of 89 degrees 41 minutes 17 seconds left run in a Easterly direction along the last said right of way for a distance of 649.38 feet to the POINT OF BEGINNING.



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9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT
9a. ORGANIZATION'S NAME
Lwellen Realty, LLC

or

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

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EXHIBIT "B"

1. All fixtures, fittings, furnishings, appliances, apparatus, equipment, and machinery, including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air conditioning, plumbing, and heating fixtures, mirrors, mantles, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material, supplies and equipment now located on or hereafter delivered to the real property described on Exhibit "A" attached hereto and made a part hereof (the "Fee Property") and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the Fee Property and intended to be installed therein but only to the extent said personalty constitutes "fixtures" as provided for in the Alabama Commercial Code, Section 7-9A-102(a)(41); and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof and all of the estate, right, title and interest of the Debtor in and to all property of any nature whatsoever, now or hereafter situated on the Fee Property or intended to be used in connection with the operation thereof; all leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items, and all deposits made therefor; and
2. All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created of the Fee Property or personal property described in Paragraph 1, above, or any part thereof; and
3. To the extent provided in the Real Estate Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement between the parties, all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Fee Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Fee Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets; and
4. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.
5. All rights of Debtor in and to all tradenames, service marks, logos and goodwill now or hereafter used, reserved, or otherwise related to the Fee Property.