

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone: (800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 19894 - COMPASS BANK	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	39010728 ALAL FIXTURE
File with: Shelby, AL	



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1a. INITIAL FINANCING STATEMENT FILE # 20081002000388830 10/2/2008 CC AL Shelby				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: Please refer to the detailed instructions in regards to changing the name/address of a party. <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 7e-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 Jr.
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
7d. <u>SEE INSTRUCTIONS</u>		ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	
				7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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 that Collateral more particularly described on Exhibit A, attached hereto and made a part hereof.
4 pages attached (consisting of Addendum, Exhibit A and Exhibit B)

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 Compass Bank			
OR			
9b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
			SUFFIX
10. OPTIONAL FILER REFERENCE DATA			
39010728		Debtor Name: Lumpkin, Edwin B. Jr. 01505	
77-9819 AFS			

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

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11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)		
20081002000388830 10/2/2008 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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Real Estate Description follows:
Recorded Owner: DEBTOR (Edwin B. Lumpkin, Jr.)
Owner Address : ,
Description: Real Property described on Exhibit B, attached hereto and made a part hereof

EXHIBIT A

DESCRIPTION OF COLLATERAL

- (a) All buildings, structures, and improvements of every nature whatsoever (the "Improvements") now or hereafter situated on the real property described in Exhibit B (the "Land"), and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said Land and Improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements 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;
- (b) All accounts (as presently or hereafter defined in the UCC), general intangibles, goods, contracts and contract rights relating to the Land and the Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, ~~architectural services contracts, management contracts, leasing agent contracts, purchase and sales~~ contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (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, leases, subleases, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
 - (i) All rents, fees, royalties, profits, issues and revenues of the Land and Improvements 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 Land, Improvements or Collateral, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, Improvements or Collateral, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's fees actually incurred by Secured Party, 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.



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- (d) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and the Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (e) All proceeds and all products of any of the foregoing items or types of property described in (a) - (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a) - (d) above.

Record Owner of Real Estate: Debtor – Edwin B. Lumpkin, Jr.



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EXHIBIT B

Description of Real Property

The following described property situated in Shelby County, Alabama:

Lot 2-AA, according to a Resurvey of Lot 2-A, 2-B and 2-C of a Resurvey of Lot 2, The Narrows Commercial Subdivision, Sector 2, as recorded in Map Book 37, page 28, in the Probate Office of Shelby County, Alabama.

Together with rights obtained, which constitute an interest in real estates under that certain Reciprocal Easement Agreement by Equine Partners, LLC dated February 23, 2001 and recorded in Instrument 2001-063868.

Together with non-exclusive easement to use the Common Areas as more particularly described in The Narrows Commercial Declaration of Covenants, Conditions and Restrictions recorded as Instrument 2000-17137 and First Amendment thereto recorded as Instrument 2000-41911, in the Probate Office of Shelby County, Alabama.



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