## UCC FINANCING STATEMENT AMENDMENT

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Southern States Bunk
AHn: Brooke Seals
P.O. Box 2145

Hhniston, Uto 36202

20130802000314970 1/5 \$.00 Shelby Cnty Judge of Probate, AL 08/02/2013 12:45:37 PM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 2012081	3000298430	1b. This FINANCING S  fo be filed [for reco	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 identifie					
3. CONTINUATION: Effectiveness of the Financing Statement iden continued for the additional period provided by applicable law.	tified above with respect to security interest(s) of the	ne Secured Party authorizing this Con	itinuation Statement is		
4. ASSIGNMENT (full or partial): Give name of assignee in item 7a o	r 7b and address of assignee in item 7c; and also give	ve name of assignor in item 9.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects	s Debtor or Secured Party of record. Ch	eck only <u>one</u> of these two boxes.			
Also check one of the following three boxes and provide appropriate inform	nation in items 6 and/or 7.				
CHANGE name and/or address: Give current record name in item 6a on name (if name change) in item 7a or 7b and/or new address (if address)	or 6b; also give new DELETE name: Give r s change) in item 7c. DELETE name: Give r		plete item 7a or 7b, and also plete items 7d-7g (if applicable		
6. CURRENT RECORD INFORMATION:					
Sa. ORGANIZATION'S NAME					
OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
7. CHANGED (NEW) OR ADDED INFORMATION:	<u> </u>				
7a. ORGANIZATION'S NAME			<del></del>		
OR 76. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
7c. MAILING ADDRESS	CITY	STATE POSTAL COL	DE COUNTRY		
		JAIL FOSTAL COL	)		
ADD'L INFO RE 7e. TYPE OF ORGANIZAT	TION 7f. JURISDICTION OF ORGANIZATION	TO OPCANIZATIONAL	1D # if nov		
ORGANIZATION	71. JUNISUICTION OF ORGANIZATION	7g. ORGANIZATIONAL	ID #, II any		
DEBTOR			NON		
Describe collateral deleted or added, or give entire restated					
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THe adds collateral or adds the authorizing Debtor, or if this is a Termination authorizing Debtor, or if this is a Termination authorized Organization's NAME	thorized by a Debtor, check here and enter name	Assignment). If this is an Amendment ne of DEBTOR authorizing this Amen	authorized by a Debtor which idment.		
Southern States Ban  9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
0. OPTIONAL FILER REFERENCE DATA					

•						
UCC FINANCING STATEMENT						
A. NAME & PHONE OF CONTACT AT FILER (options						
JAY F. PUMROY, ESQ. (256) 236-4222	•			00298430 1/4 \$33 ty Judge of Prob		
B. SEND ACKNOWLEDGMENT TO: (Name and Add				2 01:08:25 PM FI	· · · —	
	·	——————————————————————————————————————				
WILSON, DILLON, PUMROY &						
ATTENTION: JAY F. PUMROY,	ESQ.					
POST OFFICE BOX 2333	~~~					
ANNISTON, ALABAMA 36202-2	333					
		THE AR	OVE SPACE IS R	OR FILING OFFICE U	ISE ONLY	
1. DEBTOR'S EXACT FULL LEGAL NAME - insert on	iv one debtor name (1a c					
1a. ORGANIZATION'S NAME				. <u></u>	<del></del>	
7 S&M LAND, LLC						
OR 16. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDL	E NAME	SUFFIX	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY	
3900 MONTCLAIR ROAD, SUITE 300		BIRMINGHAM	AL	35213	USA	
ADD'L INFO RE 19. TYPE C	F ORGANIZATION	11. JURISDICTION OF ORGANIZATION	1g. OR	1g. ORGANIZATIONAL ID #, if any		
ORGANIZATION LIMIT	ED LIAB. CO.	ALABAMA	1 - 1	) — · · · · · · · · · · · · · · · · · ·		
		<u> </u>	- combine compa		NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL N. 28. ORGANIZATION'S NAME	AIME - Insert only one of	eptor name (28 or 20) - do not aboreviate d	r combine names			
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDL	MIDDLE NAME		
2c. MAILING ADDRESS	<del></del>	CITY	STATE	POSTAL CODE	COUNTRY	
EC. INDICATO ADDITION						
ADD'L INFO RE 29. TYPE C	DE OPCANIZATION	21. JURISDICTION OF ORGANIZATION	20. OF	GANIZATIONAL ID #, if an		
ORGANIZATION	JP ORGANIZA: ION	21. JUNISDIC HONOF CHGANIZATION	2 <b>y</b> . Or	CONTRACTOR, II BIT	,,	
DEBTOR					NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL AS	SSIGNEE of ASSIGNOR	S/P) - insert only one secured party name	(3a or 3b)	<del></del>	<del></del>	
3a. ORGANIZATION'S NAME						
SOUTHERN STATES BANK		leimer are se	1445.54			
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDL	E NAME	SUFFIX	
3c. MAILING ADDRESS		DIDATNICHANA	STATE		COUNTRY	
7 OFFICE PARK CIRCLE		BIRMINGHAM	AL	35223	USA	

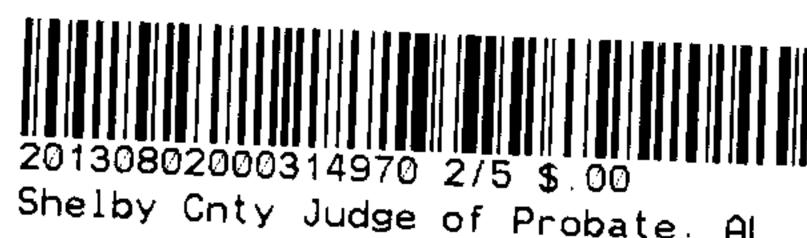
4. This FINANCING STATEMENT covers the following collateral:

ALL OF THE EQUIPMENT, FIXTURES, CONTRACT RIGHTS, GENERAL INTANGIBLES AND TANGIBLE PERSONAL PROPERTY OF EVERY NATURE NOW OWNED OR HEREAFTER ACQUIRED BY DEBTOR RELATING TO THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND LOCATED THEREON AND ALL ADDITIONS, REPLACEMENTS, AND PROCEEDS THEREOF AND ALL OTHER PROPERTY SET FORTH ON SCHEDULE A ATTACHED HERETO RELATING TO THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" AND LOCATED THEREON.

THIS FINANCING STATEMENT IS GIVEN AS ADDITIONAL SECURITY FOR THE INDEBTEDNESS SECURED BY THAT MORTGAGE AND SECURITY AGREEMENT FROM DEBTOR TO SECURED PARTY IN THE AMOUNT OF \$737,395.22 DATED AUGUST [0], 2012, AND RECORDED CONCURRENTLY HEREWITH IN INSTRUMENT # 20120298410

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for example of the color o	or record) (bebrooer to) (brooser to	e REAL 7, Check to F applicable) [ADDITION	REQUEST SEARCH REPO NAL FEET	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA						
FILE IN THE PROBATE OFFICE	OF SHELBY CO	UNTY, ALABAM	ſA.			

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)



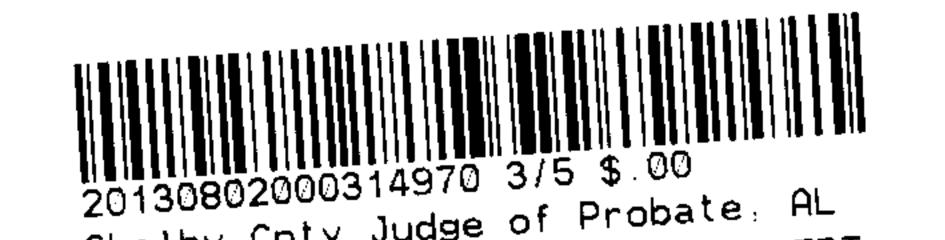
Shelby Cnty Judge of Probate: AL 08/02/2013 12:45:37 PM FILED/CERT

## Schedule A

## Schedule of Collateral

All right, title and interest of Debtor in and to the following described property, rights and interests, together with all substitutions for and all replacements, reversions and remainders of such property and all appurtenances and additions thereto, whether now owned or hereafter acquired by Debtor (collectively, the "Property"):

- Fixtures, Personal Property and Equipment. All machinery, equipment, furniture, fixtures (including, but not limited to, all heating, air conditioning, plumbing and lighting fixtures) now or hereafter owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon any of the land more particularly described in Exhibit "B" annexed to this Security Agreement (the "Land") and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on any of the Land (the "Improvements") or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever now or hereafter owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements (or stored offsite), or appurtenant thereto, or usable in connection with the present or future operation and occupancy of any of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the security agreement and all proceeds and products of the above;
- Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of any of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq. (the "Bankruptcy Code"), as the same may be amended from time to time (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of any indebtedness now or hereafter owed by Debtor to Secured Party or otherwise secured by the security agreement from Debtor in favor of Secured Party;
- (3) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to any of the Land, Improvements and/or Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Land, Improvements and/or Property;

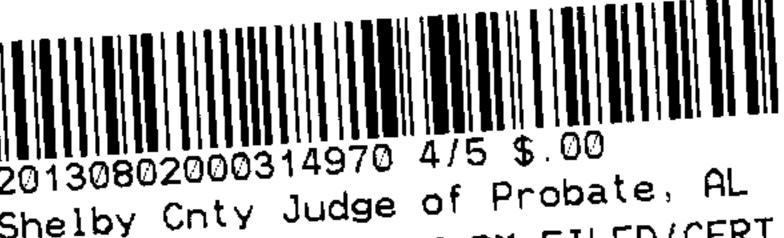


Shelby Cnty Judge of Probate, AL 08/02/2013 12:45:37 PM FILED/CERT

20120813000298430 2/4 \$33.00 Shelby Cnty Judge of Probate, AL 08/13/2012 01:08:25 PM FILED/CERT

- (4) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering all or any of the Land, Improvements and/or Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to any of the Land, Improvements and/or Property;
- (5) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;
- (6) Replacements, etc. All extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Property, and in such case, the foregoing shall be deemed a part of the Property and shall become subject to the lien of the security agreement from Debtor in favor of Secured Party as fully and completely, and with the same priority and effect, as though now owned by Debtor and specifically described herein, without any further mortgage, conveyance, assignment, security agreement, financing statement or other act by Debtor; and
- (7) Books and Records. All of Debtor's books and records, now existing and hereafter existing (including, without limitation, computer records, tapes, discs and programs and all other media, written, electric, magnetic or otherwise, containing such records) which relate to any of such items of Property.

Exhibit "A"



Shelby Cnty Judge of Probate, AL 08/02/2013 12:45:37 PM FILED/CERT

20120813000298430 3/4 \$33.00 Shelby Cnty Judge of Probate, AL 08/13/2012 01:08:25 PM FILED/CERT

## Legal Description of Real Estate

Lot 2, according to the plat or map of Chelsea Crossing Subdivision as recorded in Map Book 37, Page 49, in the Probate Office of Shelby County, Alabama.

