UCC FINANCING STATEMENT AMENDMENT

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Southern States Bank
Attn: Brooke Scals
P.O. Box 2165
Anniston, Ut 2 34202

20130802000314980 1/6 \$.00 Shelby Cnty Judge of Probate, AL 08/02/2013 12:45:38 PM FILED/CERT

			SPACE IS FOR FILING OFFICE	USE ONLY
1a. INITIAL FINANCING STAT	TEMENT FILE # 2012/08/1300	10098400	1b. This FINANCING STATEM to be filed [for record] (or record) REAL ESTATE RECORDS	recorded) in the
2. TERMINATION: Eff	ectiveness of the Financing Statement identified above is	s terminated with respect to security interest(s) of	the Secured Party authorizing this Term	nination Statement.
3. CONTINUATION: 8 continued for the addit	Effectiveness of the Financing Statement identified about ional period provided by applicable law.	ve with respect to security interest(s) of the Secu	ured Party authorizing this Continuatio	n Statement is
4. ASSIGNMENT (full o	or partial): Give name of assignee in item 7a or 7b and a	address of assignee in item 7c; and also give nam	e of assignor in item 9.	
		btor or Secured Party of record. Check only		· · · · · · · · · · · · · · · · · · ·
Also check one of the follow	ving three boxes and provide appropriate information in i			
CHANGE name and/or name (if name change)	address: Give current record name in item 6a or 6b; also in item 7a or 7b and/or new address (if address change)	o give new DELETE name: Give record not in item 7c. Deleted in item 6a or 6b.		m 7a or 7b, and also ms 7d-7g (if applicable
CURRENT RECORD INF				THE TE THE TENTE OF THE TENTE O
6a. ORGANIZATION'S N	_ _ _			
66. INDIVIDUAL'S LAST		FIRST NAME	MIDDLE NAME	SUFFIX
. CHANGED (NEW) OR A	DDED INFORMATION:			
7a. ORGANIZATION'S N.	AME		·· - · . · · · · · · · · · · · · · · · · · ·	v.s
76. INDIVIDUAL'S LAST	NAME	FIRST NAME	MIDDLE NAME	SUFFIX
. MAILING ADDRESS		CITY	STATE POSTAL CODE	COUNTRY
				Ì
_	ADD'L INFO RE 7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if a	anv
	ORGANIZATION ' DEBTOR 1			
AMENDMENT (COLLA)	TERAL CHANGE): check only one box.			NON
	eted or added, or give entire restated collatera	al description or describe collateral Tassions	ad	
	The or decade, or give or mile restated commuters	a description, or describe consters. [] assigne	7U.	
NAME OF SECURED F	PARTY OF RECORD AUTHORIZING THIS AME	NDMENT (name of againner if this is an Assistant		
adds collateral or adds the a	uthorizing Debtor, or if this is a Termination authorized b	by a Debtor, check here assignor, it this is an Assignation	ment). If this is an Amendment authorize EBTOR authorizing this Amendment	zed by a Debtor which
9a. ORGANIZATION'S NA				
9b. INDIVIDUAL'S LAST N		FIRST NAME	MIDDLE NAME	SUFFIX
				301717
OPTIONAL FILER REFEREN				
	NUE DATA			

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] JAY F. PUMROY, ESQ. (256) 236-4222 B. SEND ACKNOWLEDGMENT TO: (Name and Address) WILSON, DILLON, PUMROY & JAMES, L.L.C. ATTENTION: JAY F. PUMROY, ESQ. POST OFFICE BOX 2333 ANNISTON, ALABAMA 36202-2333

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	THE ABOV	SPACE IS FO	R FILING OFFICE US	BE ONLY
DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a ORGANIZATION'S NAME	or 1b) - do not abbreviate or combine names			
7 S&M LAND, LLC				
OR 16. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3900 MONTCLAIR ROAD, SUITE 300	BIRMINGHAM	AL	35213	USA
ADD'L INFO RE 10. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORG	ANIZATIONAL ID #, if any	
DEBTOR LIMITED LIAB. CO.	ALABAMA	Ì		NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one of	debtor name (2a or 2b) - do not abbreviate or con	ibine names		
OR 25. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	21. JURISDICTION OF ORGANIZATION	2g. ORG.	ANIZATIONAL ID#, if any	NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR	R S/P) - insert only <u>one</u> secured party name (3a or	3b)		
38. ORGANIZATION'S NAME SOUTHERN STATES BANK				
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	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 \$1,053,421.75 DATED AUGUST [O], 2012, AND RECORDED CONCURRENTLY HEREWITH IN INSTRUMENT

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 [I ESTATE RECORDS. Attach Addendum	* *	the REAL 7. Check to REQUAL [ADDITIONAL]	JEST SEARCH REPOR	(T(S) on Debtor(s)	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA						
FILE IN THE PROBATE OFFICE	OF SHELBY C	OUNTY, ALABAMA				

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



Shelby Cnty Judge of Probate, AL 08/02/2013 12:45:38 PM FILED/CERT

UCC FINANCING FOLLOW INSTRUCTION		NT ADDENDUM							
		RELATED FINANCING ST	ATEME	NT					
9a. ORGANIZATION'S N	AME								
OR 7 S&M LAND									
96 INDIVIDUAL'S LAST	NAME	FIRST NAME		MIDDLE NAME,S	SUFFIX				
10 MISCELLANEOUS									
							Shelby	3000298400 2/5 Cnty Judge of 1 2012 01:08:22 PI	Probate, AL
						THE ABO	VE SPACE	IS FOR FILING OFF	ICE USE ONLY
11 ADDITIONAL DEBTO	R'S EXACT FULL	LEGAL NAME Insert only one	name (1	1a or 11b) do not	abbrevi	ato or combine na	imes		·
11a ORGANIZATION'S N	IAME						· · · · · · · · · · · · · · · · · · ·		
OR 115 INTO INTO INTO INTO INTO INTO INTO INTO			Leonar			·····			
115 INDIVIDUAL'S LAST	NAME		ITIKS	TNAME			MIDDLE	NAME	SUFFIX
11c MAILING ADDRESS		· · · · · · · · · · · · · · · · · · ·	CITY	· -			STATE	POSTAL CODE	COUNTRY
								THE COUNT	COOKS
		1e TYPE OF ORGANIZATION	111, J	URISDICTION OF	ORGAN	IZATION	11g. OR	J GANIZATIONAL ID #, if .	any
<u> </u>	ORGANIZATION DEBTOR		_1						NON
	URED PARTY'S	or ASSIGNOR S/P'S	NAM	E insert only gne	name (12a or 12b)			
12a ORGANIZATION'S N	IAME								
OR 126 INDIVIDUAL'S LAST	NIANAE:		Telest	F b 1 b 1 d F					
120 MONTOUNE S ENST	NAIVIE		FIRST	NAME			MIDDLE	NAME	SUFFIX
12c. MAILING ADDRESS		 	CITY				STATE	POSTAL CODE	COUNTRY
13. This FINANCING STATEN collateral, or is filed as a 14. Description of real estate:		r to be cut oras-extracted	16. A	dditional collaterai	descrip	troп.			
SEE ATTACHE	D EXHIBIT	"A"							
									•
15. Name and address of a RE	CORD OWNER of abo	ve-described real estate							
(if Debtor does not have a r	record interest):								
SAME AS DEB	TOR		17. Ch	eck <u>only</u> if applica	ble and	check only one h	DX.		
								operty held in trust or	Decedent's Estate
				eck <u>only</u> if applical					
			De	btor is a TRANSMI	ITTING L	JTILITY			
								- effective 30 years	
				ed in connection w					

ACKNOWLEDGMENT COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

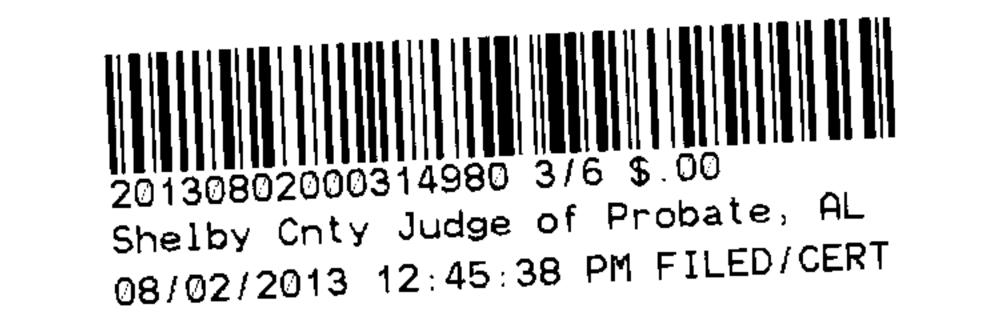
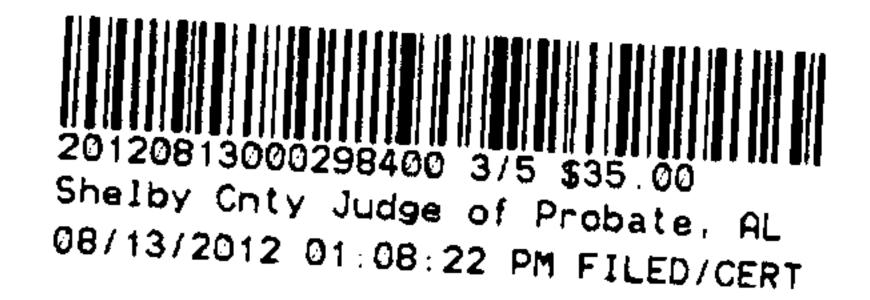


Exhibit "A"

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.



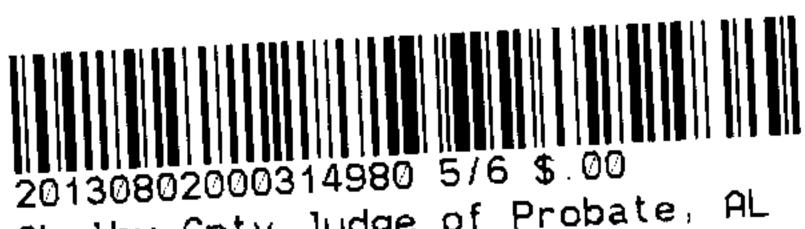
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Schedule A

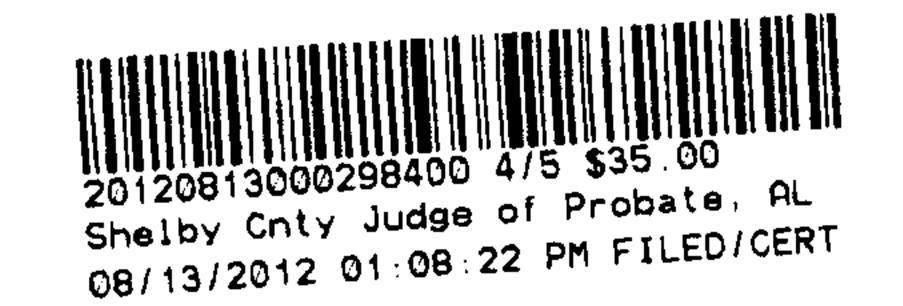
Schedule of Collateral

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;
- (2) <u>Leases and Rents</u>. 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 "<u>Bankruptcy Code</u>"), as the same may be amended from time to time (the "<u>Leases</u>") 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 "<u>Rents</u>") 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) <u>Condemnation Awards</u>. 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;



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- (4) <u>Insurance Proceeds</u>. 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) <u>Conversion</u>. 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) <u>Books and Records</u>. 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.

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