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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Keshia Hartman(205) 402-4005
B. SEND ACKNOWLEDGMENT TO: (Name and Address) InterFirst Capital, LLC. 2700 Highway 280, Suite 315W Birmingham, AL 35223 Attn: Keshia Hartman

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 20080731000309240	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input 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: 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. <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 7d-7g (if applicable).	
6. CURRENT RECORD INFORMATION:	
6a. ORGANIZATION'S NAME Fogel-Helena, 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 11823 Folkstone Lane	CITY Los Angeles
	STATE CA
	POSTAL CODE 90077
	COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION Limited Liability Compa
	7f. JURISDICTION OF ORGANIZATION Alabama
	7g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> 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 <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME West Coast Life Insurance Company			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Loan # 400040538 - 608025

UCC FINANCING STATEMENT AMENDMENT

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A. NAME & PHONE OF CONTACT AT FILER [optional] Keshia Hartman(205) 402-4005
B. SEND ACKNOWLEDGMENT TO: (Name and Address) InterFirst Capital, LLC. 2700 Highway 280, Suite 315W Birmingham, AL 35223 Attn: Keshia Hartman

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1a. INITIAL FINANCING STATEMENT FILE # 20080731000309240	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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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: 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 Fogel-Helena, 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 11823 Folkstone Lane	CITY Los Angeles	STATE CA	POSTAL CODE 90077
			COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION Limited Liability Compa	7f. JURISDICTION OF ORGANIZATION Alabama	7g. ORGANIZATIONAL ID #, if any <input checked="" 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.

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 West Coast Life Insurance Company			
OR 9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Loan # 400040538 - 608025

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SCHEDULE A

All of Debtor's estate, right, title and interest in, to and under the Property and any and all of the following, whether now owned or held or hereafter acquired or owned by Debtor:

- (a) All Leases;
- (b) All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of Debtor's interest in the Property;
- (c) All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims; and
- (d) All insurance proceeds payable on account of any act or occurrence of any kind or nature which results in damage, loss or destruction to the Property and all awards of payment or compensation payable on account of any condemnation or other taking for public or private use of the Property or which relates to injury, damage, benefit or betterment thereto.

As used in this Schedule A, the following terms shall have the respective meanings attributed to them as follows:

Improvements: all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land or any portion thereof; all fixtures and other articles of every kind and nature whatsoever now or hereafter owned by Debtor and used or procured for use in connection with the operation and maintenance on the Realty or Personality.

Land: the land described in *Exhibit A* attached hereto, together with all estate, title, interests, title reversion rights, rents, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, gaps, gores, liberties, privileges, water rights, water courses, alleys, streets, passages, ways, vaults, adjoining strips of ground, licenses, tenements, franchises, hereditaments, rights, appurtenances and easements, now or hereafter owned by Debtor and existing, belonging or appertaining to the Land, all claims or demands whatsoever of Debtor therein or thereto, either in law or in equity, in possession or in expectancy and all estate, right, title and interest of Debtor in and to all streets, roads and public places opened or proposed, now or appertaining to, the Land.

Leases: all leases, lease guaranties, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the Property arising from the use or enjoyment thereof or from the Leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

Personalty: all of Debtor's interest in the personal property of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the Realty, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the Realty, including, without limitation, all accounts, documents, instruments, chattel paper (including electronic chattel paper and tangible chattel paper), general intangibles (including payment intangibles and software), goods (including consumer goods, inventory, equipment and farm products), letter-of-credit rights and deposit accounts (as those terms are defined in the Uniform Commercial Code as now adopted or amended from time to time in the State), all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the Improvements, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

Property: the Realty and Personality or any portion thereof or interest therein except as the context otherwise requires.

Realty: the Land and Improvements or any portion thereof or interest therein, as the context requires.

Some of the above-described property is now, or may in the future become, affixed to the Land described on *Exhibit A* attached hereto. The Debtor is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

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EXHIBIT "A"
LEGAL DESCRIPTION

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Parcel I

Part of the South Half of the Northeast Quarter of Section 21, Township 20 South, Range 3 West and being more particularly described as follows:

COMMENCING at an existing #4 iron rebar set by Farmer and being the Southeast Corner of Lot 24-A, A resurvey of Lot 24, Fallston First Sector, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 19 at Page 28, run in a Westerly direction along the South Line of said Lot 24-A for a distance of 157.06 feet to an existing iron rebar set by Waygand, said rebar being the point of beginning of the parcel herein described; thence turn an angle to the left of 108 degrees 00 minutes 43 seconds and run in a Southeasterly direction for a distance of 100.15 feet to an existing #5 rebar; thence turn an angle to the right of 61 degrees 17 minutes 52 seconds and run in a Southwesterly direction for a distance of 154.99 feet to an existing #5 rebar being on the Northeast right of way line of Shelby County Highway Number 52; thence turn an angle to the right of 91 degrees 19 minutes 29 second and run in a Northwesterly direction along the Northeast right of way line of Shelby County Highway Number 52 for a distance of 414.30 feet to a #5 rebar and being the point of beginning of a curve, said curve being concave in an Easterly direction and having a central angle 89 degrees 44 minutes 09 second (89 degrees 26 minutes 40 seconds - Deed) and a radius of 40.0 feet and turn an angle to the right and run in a Northwesterly and Northerly and Northeasterly direction along the arc of said curve and along the existing road right of way line for a distance of 62.65 feet to a #5 rebar and being a point of reverse curve, said latest curve being in a Northwesterly direction and having a central angle of 17 degrees 34 minutes 27 second and a radius of 275.0 feet and the arc of said curve being the Southeast right of way line of Squire Drive and then run in a Northeasterly direction along the arc of the said curve and along the Southeasterly right of way line of Squire Drive for a distance of 84.35 feet to an existing iron rebar set by Amos Cory and being the Southwest Corner of Lot 7, Fallston First Sector; thence turn an angle to the right of 58 degrees 03 minutes 22 second from the chord of the last mentioned curve and run in an Easterly direction along the South Line of Lot 7, Fallston First Sector for a distance of 96.96 feet (96.78 feet - Deed) to an existing #4 rebar set by Farmer; thence turn an angle to the right of 40 degrees 29 minutes 27 seconds (40 degrees 27 minutes 30 seconds - Deed) and run in a Southeasterly direction along the Southwest line of Lot 8 and also the Southwest Line of Lot 24-A of said Fallston Subdivision for a distance of 308.66 feet, more or less, to the POINT OF BEGINNING.

LESS & EXCEPT

A twenty (20) foot strip of land lying on the northeast side of Shelby County Highway #52, being located in part of the South Half of the Northeast Quarter of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, containing 0.20 acres, more or less, and being more particularly described as follows:

COMMENCING at an existing #4 iron rebar set by Farmer and being the Southeast Corner of Lot 24-A, A resurvey of Lot 24, Fallston First Sector, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 19 at Page 28, run in a Westerly direction along the South Line of said Lot 24-A for a distance of 157.06 feet to an existing iron rebar set by Waygand; thence turn an angle to the left of 108 degrees 00 minutes 43 seconds and run in a Southeasterly direction for a distance of 100.15 feet to an existing #5 rebar; thence turn an angle

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to the right of 61 degrees 17 minute 52 seconds and run in a Southwesterly direction for a distance of 134.98 feet to the point of beginning of the parcel herein described; thence continue the same course for a distance of 20.01 feet to an existing #5 rebar being on the Northeast right of way line of Shelby County Highway Number 52; thence turn an angle to the right of 91 degrees 19 minutes 29 seconds and run in a Northwesterly direction along the Northeast right of way line of Shelby County Highway Number 52 for a distance of 414.30 feet to a #5 rebar and being the point of beginning of a curve, said curve being concave in an Easterly direction and having a central angle of 61 degrees 57 minutes 41 seconds and a radius of 40.0 feet and turn an angle to the right and run in a Northwesterly and Northerly and Northeasterly direction along the arc of said curve and along the existing road right of way line for a distance of 43.26 feet; thence turn an angle to the right of 150 degrees 56 minutes 36 seconds from the chord of the last mentioned curve and run in a Southeasterly direction for a distance of 449.76 feet, more or less, to the POINT OF BEGINNING.

TOGETHER WITH RIGHTS granted under that certain Reciprocal Easement Agreement by and between J. Steven Mobley and R. K. M. Helena, LLC, dated July 19, 2007 and recorded with the Shelby County Probate Office, Alabama, in Instrument Number 20070723000342020, and

TOGETHER WITH RIGHTS granted under that certain Easement Agreement by and between J. Steven Mobley and R. K. M. Helena, LLC, dated July 19, 2007 and recorded with the Shelby County Probate Office, Alabama, in Instrument Number 20070723000342030.

Together with that certain Permanent Drainage Easement by and between Ann Carroll and R.K.M. Helena, LLC as recorded in Instrument Number 2008011400017150.

Together with that certain Permanent Drainage Easement by and between Gelene Owens Redmon, Jerry Danny Owens, John David Owens, Kenneth Wesley Owens and R.K.M. Helena, LLC as recorded in Instrument Number 2008011400017140.

Together with that certain Permanent Slope Easement by and between BHM Es Tu Malade ? # 50 LLC as recorded in Instrument Number 2008011400017120 and Easement for Installation and Maintenance of Drainage Facilities and Utilities as recorded in Instrument Number 2008011400017100.

All being situated in Shelby County, Alabama.

SUBJECT TO: (1) Taxes for the year 2008 and subsequent year; (2) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages as recorded in Deed Book 147, Page 412; (3) Right-of-way granted to Alabama Power Company recorded in Volume 133, Page 55 and Instrument No. 20071108000516920; (4) Terms and conditions of Reciprocal Easement Agreement by and between J. Steven Mobley and R.K.M. Helena dated July 19, 2007 and recorded in Inst. No. 20070723000342020. Access Easement Agreement by and between J. Steven Mobley and BHM Es Tu Malade ? #50, LLC also recorded in Instrument No. 20080722000295760; (5) Matters of survey as shown on survey of Maptech and dated April 7, 2008 last revised 7/29/08 including the following: (a) Sanitary sewers, power poles, twelve inch reinforced concrete pipes on easement parcels; (b) Water lines and power poles situated on westerly portion of Parcel I; (c) Encroachment of fence along northeasterly property line; (d) Seventy two inch and eighteen inch RCP and twelve and eight inch PVC situated on Parcel I; (6)

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Lease by and between R.K.M. Helena, LLC and Walgreen Co., an Illinois Corporation dated July 19, 2007 a memorandum of which is recorded in 20070723000342070; (7) Sign easement by and between R.K.M. Helena, LLC and Fallston Homeowners Association, Inc., dated July 16, 2008 and recorded in Inst. No. 20080723000296710; (8) Encroachment Easement Agreement by and between J. Steven Mobley and Jarrod A. and Sherry M. Parrish dated August 11, 2007 and recorded January 14, 2008 in Instrument No. 20080011400017130; (9) Terms and Conditions of Permanent Drainage Easement by and between Ann Carroll and R.K.M. Helena, LLC as recorded in Instrument No. 2008011400017150; (10) Terms and Conditions of Permanent drainage Easement by and between Gelene Owens Redmon, Jerry Danny Owens, John David Owens, Kenneth Wesley Owens and R.K.M. Helena, LLC as recorded in Instrument Number 2008011400017140; (11) Terms and Conditions of Permanent Slope Easement by and between BHM Es Tu Malade ? #50 LLC as recorded in Instrument No. 2008011400017120 and Easement for Installation and Maintenance of Drainage Facilities and Utilities as recorded in Instrument No. 2008011400017100.

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