

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  93003505 - 358320 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703  Filed In: Alabama (Shelby)	



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Shelby Cnty Judge of Probate, AL  
11/10/2014 01:39:28 PM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20070906000419180 09/06/2007	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:  
Check one of these two boxes: ☐ Debtor or ☐ Secured Party of record  
AND Check one of these three boxes to:  
☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  
☐ ADD name: Complete item 7a or 7b, and item 7c  
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
SPOONER	KATHERINE		

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral  
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME	CALIFORNIA CREDIT UNION		
OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

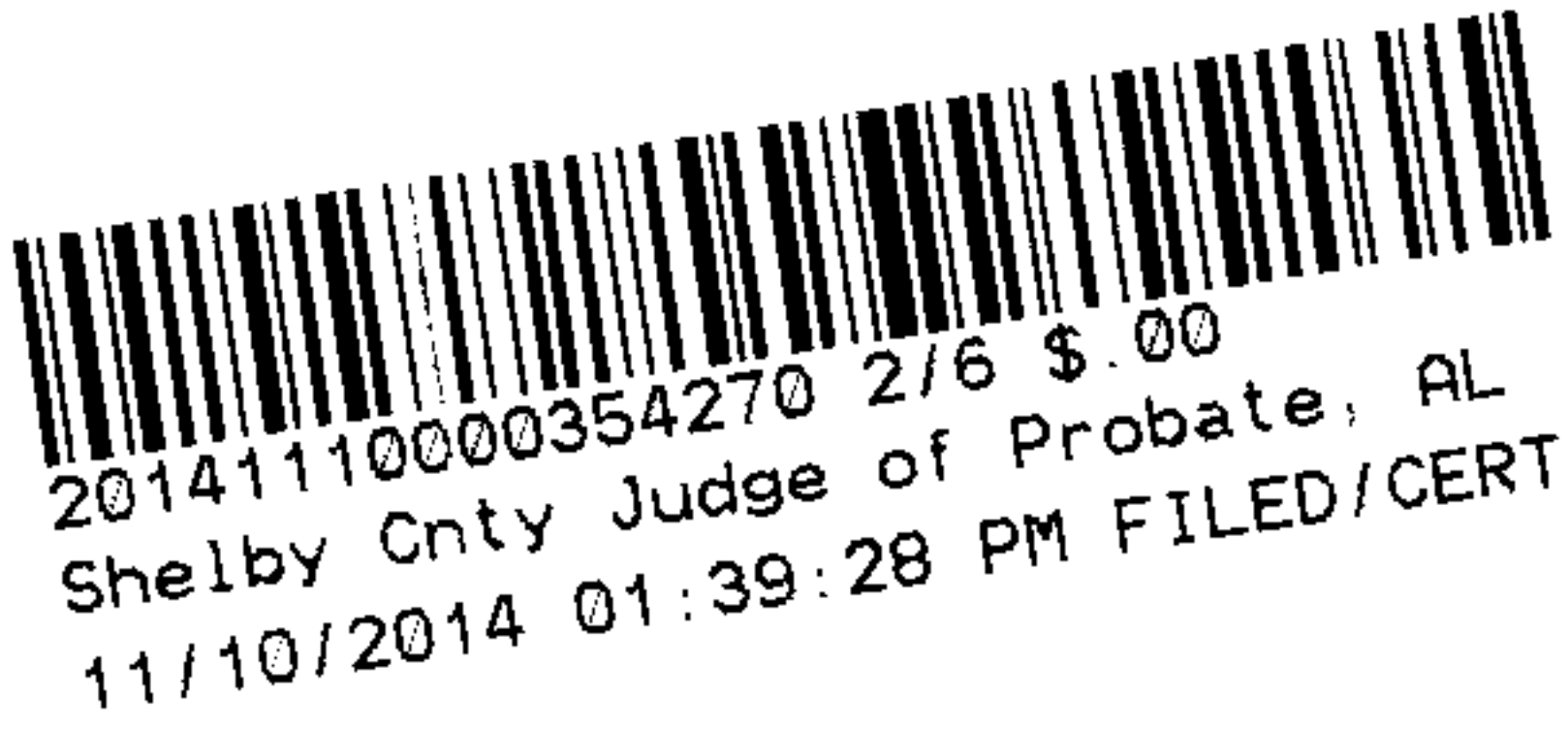
10. OPTIONAL FILER REFERENCE DATA: Debtor: KATHERINE SPOONER-6110240

93003505

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
20070906000419180 09/06/2007

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form
12a. ORGANIZATION'S NAME
CALIFORNIA CREDIT UNION
OR
12b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S) SUFFIX



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit
13a. ORGANIZATION'S NAME
OR
13b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:
[ ] covers timber to be cut [ ] covers as-extracted collateral [ ] is filed as a fixture filing
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):
17. Description of real estate:
EXHIBIT "A" & EXHIBIT "B"

18. MISCELLANEOUS:

20070906000418188 2/4 \$32.00  
Shelby Cnty Judge of Probate, AL  
09/06/2007 01:03:26PM FILED/CERT

## FINANCING STATEMENT; EXHIBIT "A"

Attached to that certain UCC-1 Financing Statement naming SPOONER, KATHERINE as "Debtor".

### LOCATION OF PERSONAL PROPERTY COLLATERAL LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN SHELBY COUNTY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

Lot 23-A, Whataburger's Addition to Alabaster a subdivision according to a map or plat thereof which is on file of record in the office of the Judge of Probate of Shelby County, AL, in Map Book 37, Page 50.

Together with the right of way and easement for ingress and egress described as follows:

A parcel of land situated in the Northwest quarter Section 1 Township 21, South Range 3 West Shelby County Alabama being more particularly described as follows:

Begin at the Southeast corner of Lot 22-A, Whataburger's Addition to Alabaster as recorded in Map Book 37, Page 50 in the Office of the Judge of Probate Shelby County, Alabama, said point also being on the Northern-most right of way of U.S. Highway #31; thence run Northwest along the South line of said Lot 22-A and along said right of way for a distance of 76.34 feet; thence leaving said South line and right of way deflect 128 degrees 34 minutes 05 seconds to the right and run in a Northeasterly direction for a distance of 38.42 feet; thence deflect 37 degrees 58 minutes 13 seconds to the left and run in a Northerly direction for a distance of 60.53 feet; thence deflect 28 degrees 36 minutes 13 seconds to the left and run in a Northwesterly direction for a distance of 65.94 feet; thence deflect 124 degrees 17 minutes 00 seconds to the right and run in a Southeasterly direction for a distance of 36.00 feet; thence deflect 85 degrees 18 minutes 30 seconds to the right and run in Southwesterly direction for a distance of 19.74 feet; thence deflect 29 degrees 35 minutes 30 seconds to the left and run in a Southerly direction for a distance of 33.60 feet; thence deflect 28 degrees 36 minutes 13 seconds to the right and run in a Southwesterly direction for a distance of 60.45 feet; thence deflect 90 degrees 37 minutes 51 seconds to the left and run in a Southeasterly direction for a distance of 24.47 feet; then deflect 77 degrees 19 minutes 58 seconds to the right and run in a Southerly direction for a distance of 35.87 feet to the POINT OF BEGINNING.

PROPERTY ADDRESS: 1101 1st Street South, Alabaster, Alabama 35007

SAID PROPERTY IS IDENTIFIED BY ASSESSOR'S PARCEL NUMBER(S):  
23101300103700, Receipt No. 74457; 23101300103800, Receipt No. 74456

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### FINANCING STATEMENT; EXHIBIT "B"

Attached to that certain UCC-1 Financing Statement naming SPOONER, KATHERINE as "Debtor".

All of Debtor's present and future right, title and interest in and to all of the following:

(1) All of the following which are used now or in the future in connection with the ownership, management or operation of the real property described in Exhibit "A" and/or the improvements on such real property (the "Property"): machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (any of the foregoing that are so attached to the Property as to constitute fixtures under applicable law are referred to below as the "Fixtures");

(2) All furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, and any operating agreements relating to the Property, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property and all other intangible property and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property (the "Personalty");

(3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B";

(5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B", including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B" under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B" entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(7) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");

(8) All earnings, royalties, accounts receivable (including accounts receivable for all rents, revenues and other income of the Property, including parking fees, charges for food, health care and other services), issues and profits from the Property, or any other item listed in this Exhibit "B", and all undisbursed proceeds of the loan secured by the security interests to which this financing statement relates and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(9) All refunds (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which this financing statement relates was made) or rebates of (a) water and sewer charges, (b) premiums for fire and other hazard insurance, rent loss insurance and any other insurance required by Secured Party, (c) taxes, assessments, vault rentals, and (d) other charges or expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property, or otherwise to protect Secured Party's interests (collectively, the "impositions") by any municipal, state or federal authority or insurance company;

(10) All tenant security deposits which have not been forfeited by any tenant under any Lease;

(11) All funds on deposit pursuant to any separate agreement between Debtor and Secured Party for the purpose of establishing replacement reserves for the Property, establishing a fund to assure the completion of repairs or improvements specified in that agreement, or assuring reduction of the outstanding principal balance of the indebtedness if the occupancy of or income from the Property does not increase to a level specified in that agreement, or any other agreement or agreements between Borrower and Lender which provide for the establishment of any other fund, reserve or account;

(12) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it; and

(13) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.

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09/06/2007 01:03:25PM FILED/CERT

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CALIFORNIA CREDIT UNION  
701 North Brand Blvd.  
3rd Floor  
Glendale, CA 91203  
Attn: Loan Servicing Department

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

O  
R

1b. INDIVIDUAL'S LAST NAME

SPOONER

FIRST NAME

KATHERINE

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

15261NW ABERDEEN DRIVE

CITY

PORTLAND

STATE

OR

POSTAL CODE

97229

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

O  
R

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OF ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

O  
R

CALIFORNIA CREDIT UNION, a California state chartered credit union

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

701 NORTH BRAND BLVD., 3RD FLOOR

CITY

GLENDAL

STATE

CA

POSTAL CODE

91203

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF  
FOR LOCATION OF COLLATERAL;

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF  
FOR DESCRIPTION OF COLLATERAL.

This is additional security for mortgage from Katherine Spooner to California Credit Union in the amount of \$1,205,000 and recorded in Book , Page .

5. ALTERNATIVE DESIGNATION (if applicable):

☐ LESSOR/LESSOR

☐ CONSIGNEE/CONSIGNOR

☐ SALESPERSON

☐ SELLER/BUYER

☐ AG. LIEN

☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)

☐ All Debtors

☐ Debtor 1

☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Loan No.: 6110240

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 06/22/02)

International Association of Commercial Administrators (IACA)



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