

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

|   |                             |
|---|-----------------------------|
| A. NAME & PHONE OF CONTACT AT FILER (optional)<br>Phone: (800) 331-3282 Fax: (818) 662-4141   |                             |
| B. E-MAIL CONTACT AT FILER (optional)<br>CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com |                             |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) 9418 - BB & T - MASTER                          |                             |
| CT Lien Solutions<br>P.O. Box 29071<br>Glendale, CA 91209-9071                                | 58707015<br>ALAL<br>FIXTURE |
| File with: Shelby, AL   |                             |



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|   |   |
|---|---|
| 1a. INITIAL FINANCING STATEMENT FILE NUMBER<br>20160484000108690 4/4/2016 CC AL Shelby  | 1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record]<br>(or recorded) in the REAL ESTATE RECORDS<br>Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13 |
| 2. <input type="checkbox"/> 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. <input type="checkbox"/> 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<br>For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8  |   |
| 4. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> PARTY INFORMATION CHANGE:<br>Check <u>one</u> of these two boxes: <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record AND Check <u>one</u> of these three boxes to:<br><input checked="" type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b |   |
| 6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)  |   |
| 6a. ORGANIZATION'S NAME<br>Key 7, LLC   |   |
| OR  | 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX   |
| 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> 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<br>KEY 7, L.L.C.  |   |
| 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  |
| 2183 Parkway Lake Dr  | Birmingham AL 35244 USA   |
| 8. <input type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral<br>Indicate collateral:   |   |

|   |                          |                     |                                      |
|---|--------------------------|---------------------|--------------------------------------|
| 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment)<br>If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor |                          |                     |                                      |
| 9a. ORGANIZATION'S NAME<br>Branch Banking and Trust Company   |                          |                     |                                      |
| OR  | 9b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) SUFFIX |
| 10. OPTIONAL FILER REFERENCE DATA: Debtor Name: Wayne's Landscape Services, LLC<br>58707015 8621170 Commercial  |                          |                     |                                      |

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

## FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

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12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

Branch Banking and Trust Company

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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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

Key 7, LLC

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

Wayne's Landscape Services, LLC - 2183 Parkway Lake Dr , Birmingham, AL 35244

KEY 7, L.L.C. - 2183 Parkway Lake Dr , Birmingham, AL 35244

Secured Party Name and Address:

Branch Banking and Trust Company - 2501 20th Place S , Birmingham, AL 35223

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:

Real property located at 2166 Highway 35,  
Pelham, AL 35124  
LOTS 1 AND 2 ACCORDING TO THE  
SURVEY OF ROTH SUBDIVISION, AS  
RECORDED IN MAP BOOK 38, PAGE 89, IN  
THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA

18. MISCELLANEOUS: 58707015-AL-117 9418 - BB & T - MASTER NC

Branch Banking and Trust Company

File with: Shelby, AL

8621170 Commercial

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lots 1 and 2, according to the Survey of Roth Subdivision, as recorded in Map Book 38, Page 89, in the Probate Office of Shelby County, Alabama.

KEY 7, LLC, an Alabama limited liability company

  
\_\_\_\_\_  
BY: **STEVEN D. SPLAWN**  
ITS: **MANAGER**



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**EXHIBIT "B"**  
**TO**  
**FINANCING STATEMENT (UCC-1)**

**DEBTOR/MORTGAGOR:** Key 7, LLC, an Alabama limited liability company

**SECURED PARTY/MORTGAGEE:** BRANCH BANKING AND TRUST COMPANY

The following (hereinafter "Mortgaged Property"):

- a. The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b. Together with all building, equipment, machinery, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishing and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, 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;
- 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property 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 Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, 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;



**EXHIBIT "B" continued**  
**TO**  
**FINANCING STATEMENT (UCC-1)**

- d. Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.
- e. Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");
- f. Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;
- g. Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due and to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenably caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);
- h. Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment;



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**EXHIBIT "B" continued  
TO  
FINANCING STATEMENT (UCC-1)**

- i. Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at time collected by it; and
- j. All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.
- k. 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether real or personal.



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