UCC FINANCING STATEMENT AMENDN FOLLOW INSTRUCTIONS	1ENT				
A. NAME & PHONE OF CONTACT AT FILER (optional)					
Christina Riley Martinez B. E-MAIL CONTACT AT FILER (optional)					
crmartinez@bilzin.com					
C. SEND ACKNOWLEDGMENT TO: (Name and Address)					
Christina Riley Martinez Bilzin Sumberg Baena Price & Axelrod LLP 1450 Brickell Avenue, 23rd Floor Miami, FL 33131					
		THE ABOVE S	PACE IS FO	R FILING OFFICE USE	ONI Y
1a. INITIAL FINANCING STATEMENT FILE NUMBER 20150819000289250		b. This FINANCING STA (or recorded) in the RI	TEMENT AME EAL ESTATE F	NDMENT is to be filed [for	record]
2. TERMINATION: Effectiveness of the Financing Statement identification. Statement	ed above is terminated w	ith respect to the security int	erest(s) of Sec	ured Party authorizing this	Termination
3. ASSIGNMENT (full or partial): Provide name of Assignee in item For partial assignment, complete items 7 and 9 and also indicate aff			ne of Assignor	in item 9	
4. CONTINUATION: Effectiveness of the Financing Statement identicent continued for the additional period provided by applicable law	tified above with respect	to the security interest(s) of \$	Secured Party	authorizing this Continuation	on Statement is
5. PARTY INFORMATION CHANGE:					
Gricch one of these two boxes.	neck <u>one</u> of these three bo CHANGE name and/or a	xes to: ddress: Complete a or 7b <u>and</u> item 7c	name: Comple	te itemDELETE name:	Give record name
6. CURRENT RECORD INFORMATION: Complete for Party Information			76, <u>and</u> item 70	to be deleted in	tem ba or bb
6a. ORGANIZATION'S NAME TEG Montevallo Place, LLC					
OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSON	AL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party 7a. ORGANIZATION'S NAME	y Information Change - provide o	nly <u>one</u> name (7a or 7b) (use exact, fu	ull name; do not on	iit, modify, or abbreviate any part o	f the Debtor's name)
Montevallo Place Partners, Ltd.					
OR 7b. INDIVIDUAL'S SURNAME					
INDIVIDUAL'S FIRST PERSONAL NAME					
INDIVIDUAL OF INCONAL NAME					
INDIVIDUAL'S ADDITIONAL NAME(\$)/INITIAL(\$)					SUFFIX
7c. MAILING ADDRESS	CITY	CITY		POSTAL CODE	COUNTRY
1800 West Loop South, Suite 1925	Houston		TX	77027	USA
8. COLLATERAL CHANGE: Also check one of these four boxes: Indicate collateral: See Exhibits A and B attached hereto and incorporated herein by references and Rents, Security Agreement and Fixture Filing made by TI LLC, a Delaware limited liability company, in the original principal and accompany.	ADD collateral	DELETE collateral	RESTATE c	overed collateral/	ASSIGN collatera
20150819000289230 in the Office of the Judge of Probate of Shelby Co Registered Holders of Wells Fargo Commercial Mortgage Trust 2015 December 1, 2015 as Document No. 20151201000409480 in said Probate Assumption Agreement datedJunc 8_, 2017 among Secured Party, simultaneously herewith as Document No. 20170609000203380 in the Office of the Judge of Probate of Shelby Co 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING T	EG Montevallo Place Limount of \$10,000,000.0 ounty, Alabama, which LC22, Commercial Mote Office. Debtor name, TEG Montevallo Place ice of the Judge of Problems AMENDMENT: P	C, a Delaware limited liable, dated as of August 6, 201 was assigned to Wilmington ortgage Pass-Through Certical herein has assumed the interest of Shelby County, Alabarovide only one name (9a or 9kg)	ility company 5 and records n Trust, Natio ificates, Series ndebtedness s ce Partners, L ama.	to RIALTO MORTGAGE ed on August 19, 2015 in onal Association, as Trust 2015-LC22 by instrume ecured thereby pursuant td., which assumption is	GE FINANCE, Document No. ee for the nt recorded on to that certain recorded
20150819000289230 in the Office of the Judge of Probate of Shelby Co-Registered Holders of Wells Fargo Commercial Mortgage Trust 2015 December 1, 2015 as Document No. 20151201000409480 in said Probate Assumption Agreement dated <u>June 8</u> , 2017 among Secured Party, simultaneously herewith as Document No. 20170609000203380 in the Office of the Judge of Probate of Shelby Co-Registered Holders of Wells Fargo Commercial Mortgage Trust 2015 December 1, 2015 as Document No. 20151201000409480 in said Probate Assumption Agreement dated <u>June 8</u> , 2017 among Secured Party.	EG Montevallo Place Limount of \$10,000,000.0 ounty, Alabama, which LC22, Commercial Monte Office. Debtor name, TEG Montevallo Place ice of the Judge of Probotovide name of authorizing	C, a Delaware limited liable, dated as of August 6, 201 was assigned to Wilmington ortgage Pass-Through Certical herein has assumed the interest of Shelby County, Alaborate of Shelby County, Alaborate only one name (9a or 9kg Debtor	ility company 5 and recorde n Trust, Natio ificates, Series ndebtedness s ce Partners, L ama.	to RIALTO MORTGAGE on August 19, 2015 in sonal Association, as Trust 2015-LC22 by instrume ecured thereby pursuant td., which assumption is signor, if this is an Assignment	GE FINANCE, Document No. ee for the nt recorded on to that certain recorded
20150819000289230 in the Office of the Judge of Probate of Shelby Corrected Holders of Wells Fargo Commercial Mortgage Trust 2015 December 1, 2015 as Document No. 20151201000409480 in said Probat Assumption Agreement datedJunc 8, 2017 among Secured Party, simultaneously herewith as Document No. 20170609000203380 in the Office Simultaneously herewith as Document No. 20170609000203380 in the Office Secured Party of RECORD AUTHORIZING To this is an Amendment authorized by a DEBTOR, check here and party of Corrected Secured Party of RECORD AUTHORIZING To the Office Secured Party of Record Par	EG Montevallo Place Limount of \$10,000,000.0 ounty, Alabama, which LC22, Commercial Monte Office. Debtor name, TEG Montevallo Place ice of the Judge of Probotovide name of authorizing	C, a Delaware limited liable, dated as of August 6, 201 was assigned to Wilmington ortgage Pass-Through Certical herein has assumed the interpretate of Montevallo Place at the of Shelby County, Alaborate of Shelby County, Alaborate only one name (9a or 9kg Debtor	ility company 5 and recorde n Trust, Natio ificates, Series ndebtedness s ce Partners, L ama. o) (name of Ass mmercial Mortg	to RIALTO MORTGAGE on August 19, 2015 in sonal Association, as Trust 2015-LC22 by instrume ecured thereby pursuant td., which assumption is signor, if this is an Assignment	GE FINANCE, Document No. ee for the nt recorded on to that certain recorded

Shelby County, AL / TEG Montevallo Place, LLC / 80265.84517/CRM

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Debtor Name: MONTEVALLO PLACE PARTNERS, LTD.

EXHIBIT A

Collateral Description

All of the Debtor's right title and interest to the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "Property"):

- (a) <u>Land</u>. The real property described in <u>Exhibit B</u> attached hereto and made a part hereof (the "<u>Land</u>");
- (b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;
- (c) <u>Improvements</u>. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "<u>Improvements</u>");
- (d) <u>Easements</u>. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (e) <u>Fixtures and Personal Property</u>. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures, inventory and goods) and all other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and 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 owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy 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

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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 "<u>Uniform Commercial Code</u>"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

- (f) <u>Leases and Rents.</u> All leases, subleases, rental agreements, and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, whether before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "<u>Leases</u>") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees' obligations thereunder, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, payments in connection with any termination, cancellation or surrender of any Lease, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and/or the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code and all proceeds from the sale or other disposition of the Leases (the "<u>Rents</u>") and the right to receive and apply the Rents to the payment of the Debt;
- (g) <u>Condemnation Awards</u>. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the 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 Property;
- (h) <u>Insurance Proceeds</u>. All proceeds of and any unearned premiums on any insurance policies covering the 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 the Property;
- (i) <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- (j) <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;
- (k) <u>Rights</u>. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;
- (l) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements

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or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

- (m) <u>Intangibles</u>. All trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;
- (n) Accounts. All accounts, account collateral, reserves, escrows and deposit accounts maintained by Debtor with respect to the Property including, without limitation, the Clearing Account and the Cash Management Account, and all complete securities, investments, property and financial assets held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;
- (o) <u>Causes of Action</u>. All causes of action and claims (including, without limitation, all causes of action or claims arising in tort, by contract, by fraud or by concealment of material fact) against any Person for damages or injury to the Property or in connection with any transactions financed in whole or in part by the proceeds of the Loan ("<u>Cause of Action</u>"); and
- (p) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (o) above.

All initially-capitalized terms used herein without definition shall have the meanings given such terms in that certain Term Loan Agreement dated August 6, 2015, by and among Debtor, as successor in interest to TEG Montevallo Place LLC, a Delaware limited liability company, and Secured Party, as successor in interest to Rialto Mortgage Finance, LLC, as the same may be further assigned, amended, restated, modified, replaced, supplemented, renewed, extended or otherwise modified from time to time.

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Debtor Name: MONTEVALLO PLACE PARTNERS, LTD.

EXHIBIT B

Legal Description

ORIGINAL RECORD DESCRIPTION

Commence at the Northwest corner of the Southwest One-Quarter of Section 11, Township 21 South, Range 3 West; thence run East along the North line of said Quarter Section line for a distance of 1235.17 feet; thence turn an angle to the right of 90° and run South for a distance of 16.74 feet to the point of beginning; from the point of beginning thus obtained turn an angle to the left of 90°55'29" and run North 89°04'31" East for a distance of 774.99 feet; thence turn an angle to the right of 94°40'29" and run South 3°45' West for a distance of 151.76 feet; thence turn an angle to the left of 93°45' and run East for a distance of 245.00 feet; thence turn an angle to the right of 93°45' and run South 3°45' West for a distance of 93.40 feet to the point of commencement of a curve to the right, said curve having a central angle of 4°04'40" and a radius of 2841.09 feet; said chord bearing is South 5°47'20" West; thence run along the arc of said curve in a Southwesterly direction for a distance of 202.20 feet to the end of said curve; thence turn an angle to the right from the tangent extended to said curve of 81°12'33" and run South 89°02'13" West for a distance of 210.00 feet; thence turn an angle to the left of 76°10'06" and run South 12°52'07" West for a distance of 55.56 feet; thence turn an angle to the right of 90° and run North 77°07'53" West for a distance of 82.00 feet; thence turn an angle to the left of 90° and run South 12°52'07" West for a distance of 115.00 feet; thence turn an angle to the right of 63°40' and run South 76°32'07" West for a distance of 85.00 feet; thence turn an angle to the left of 63°40' and run South 12°52'07" West for a distance of 212.94 feet; thence turn an interior angle to the right of 73°55'17" and run North 61°03'10" West for a distance of 65.77 feet; thence turn an angle to the left of 26°58'40" and run North 88°01'50" West for a distance of 123.93 feet; thence turn an angle to the right of 13°18'35" and run North 74°43'15" West for a distance of 61.16 feet; thence turn an angle to the right of 29°40'41" and run North 45°02'34" West for a distance of 168.05 feet; thence turn an angle to the left of 65°03'32" and run South 69°53'54" West for a distance of 130.16 feet; thence turn an angle to the left of 29°25'03" and run South 40°28'51" West for a distance of 72.60 feet; thence turn an angle to the left of 3°34'28" and run South 36°54'23" West for a distance of 35.20 feet; thence turn an angle to the right of 20°30'52" and run South 57°25'15" West for a distance of 79.37 feet; thence turn an angle to the right of 47°35'07" and run North 74°59'38" West for a distance of 177.55 feet; thence turn an angle to the right of 49°48'02" and run North 25°11'36" West for a distance of 89.68 feet; thence turn an angle to the right of 8°47'59" and run North 16°23'37" for a distance of 22.48 feet; thence turn an angle to the right of 28°26'26" and run North 12°02'49" East for a distance of 18.64 feet; thence turn an angle to the right of 22°06'47" and run North 34°09'36" East for a distance of 48.14 feet; thence turn an angle to the left of 24°23'17" and run North 9°46'19" East for a distance of 86.54 feet; thence turn an angle to the left of 15°22'56" and run North 5°36'37" West for a distance of 25.80 feet; thence turn an angle to the left of 27°43'06" and run North 33°19'43" West for a distance of 47.20 feet; thence turn an angle to the left of 66°35'31" and run South 80°04'46" West for a distance of 95.59 feet; thence turn an angle of 18°23'40" and run North 81°31'34"

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West for a distance of 35.87 feet; thence turn an angle to the right of 15°54'27" and run North 65°37'07" West for a distance of 117.72 feet; thence turn an angle to the right of 28°09'54" and run North 37°27'13" West for a distance of 147.16 feet; thence turn an angle to the left of 00°36'11" and run North 38°03'24" West for a distance of 131.44 feet; thence turn an angle to the right of 37°27'25" and run North 00°35'59" West for a distance of 53.61 feet; thence turn an angle to the right of 55°34'51" and run North 54°58'52" East for a distance of 64.90 feet; thence turn an angle to the right of 36°29'42" and run South 88°31'26" East for a distance of 74.07 feet; thence turn an angle to the left of 57°13'59" and run North 34°14'35" East for a distance of 40.69 feet; thence turn an angle to the left of 14°12'31" and run North 20°02'04" East for a distance of 40.69 feet; thence turn an angle to the left of 17°15'54" and run North 2°46'10" East for a distance of 50.14 feet; thence turn an angle to the right of 86°18'21" and run North 89°04'31" East for a distance of 546.97 feet to the point of beginning.

LESS AND EXCEPT:

A part of the NE 1/4 of the SW 1/4, Section 11, Township 21 South, Range 3 West, identified as Tract No. 26, Project No. STPAA-458(1), Shelby County, Alabama, and being more fully described as follows:

Commence at the Northeast corner of said NE 1/4 of the SW 1/4; thence West along the North line of said NE 1/4 of SW 1/4 a distance of 402 feet, more or less, to the present Northwest right of way line of Alabama Highway 119; thence Southerly along said right of way line a distance of 186 feet, more or less, to a point that is 75 feet Westerly of and at right angles to the centerline of Project No. STPAA-458(1) at Station 494+00 and the point of beginning of the property herein to be described; thence continue Southerly along said right of way line a distance of 267 feet, more or less, to the South property line; thence West along said property line a distance of 14 feet, more or less, to a point that is 75 feet Westerly of and at right angles to said centerline; thence Northerly, parallel with said centerline, along a curve to the left (concave Northerly), having a radius of 4675.0 feet, a distance of 269 feet, more or less, to the point of beginning.

Situated in Shelby County, Alabama.

SURVEYED DESCRIPTION

Being situated in the North one-half of the Southwest quarter of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of the Southwest quarter of Section 11, Township 21 South, Range 3 West: thence run East along the North line of said quarter section line for a distance of 1235.17 feet; thence run South for a distance of 16.74 feet an iron pin, said pin being the True Point Of Beginning; from the point of beginning run North 89°04'31" East, 774.99 feet to an iron pin; thence run South 3°45'00" West, 151.67 feet to an iron pin; thence run East for a distance of 245.08 feet to an iron pin marking the West right of way of Alabama Highway 119; thence along said Alabama Highway 119 run South 07°37'12" West for a distance of 27.84 feet to a concrete monument; thence along a curve to the right (said curve having a radius of 4675.00 feet, a chord length of 269.40 feet and a chord bearing of South 07°52'38" West) run for a distance of 269.44 feet to an iron pin; thence leaving said right of way of Alabama Highway 119 run South

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89°02'29" for a distance of 195.91 feet to an iron pin; thence run South 12°55'00" West, 55.59 feet to an iron pin; thence run North 77°10'14" West, 82.48 feet to an iron pin; thence run South 12°53'09" West, 114.76 feet to an iron pin; thence run South 76°36'31" West, 84.96 feet to an iron pin; thence run South 12°57'30" West, 171.46 feet; thence run South 12°57'30" West, 41.61 feet; thence run North 61°03'10" West, 64.79 feet; thence run North 88°01'50" West, 123.93 feet; thence run North 74°43'15" West, 61.16 feet; thence run North 45°02'34" West, 168.05 feet; thence run South 69°53'54" West, 130.16 feet; thence run South 40°28'51" West, 72.60 feet; thence run South 36°54'23" West, 35.20 feet; thence run South 57°25'15" West, 79.37 feet; thence run North 74°59'38" West, 177.55 feet; thence run North 25°11'36" West, 89.68 feet; thence run North 16°23'37" West, 22.48 feet; thence run North 12°02'49" East, 18.64 feet; thence run North 34°09'36" East, 48.14 feet; thence run North 09°46'19" East, 86.54 feet; thence run North 05°36'37" West, 25.80 feet; thence run North 33°19'43" West, 47.20 feet; thence run South 80°04'46" West, 95.59 feet; thence run North 81°31'34" West, 35.87 feet; thence run North 65°37'07" West, 117.72 feet; thence run North 37°27'13" West, 147.16 feet; thence run North 38°03'24" West, 131.44 feet; thence run North 00°35'59" West, 53.61 feet; thence run North 54°58'52" East, 64.90 feet; thence run South 88°31'26" East, 74.07 feet; thence run North 34°14'35" East, 13.35 feet; thence run North 20°02'04" East, 40.69 feet; thence run North 02°46'10" East, 50.14 feet; thence run North 89°15'55" East, 32.72 feet; thence run North 89°04'31" East, 516.91 feet to an iron pin, said pin being the True Point of Beginning.



Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL 06/09/2017 01:43:38 PM \$42.00 CHERRY

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