

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional)
B E-MAIL CONTACT AT FILER (optional)
C SEND ACKNOWLEDGMENT TO (Name and Address)  <b>Robert L. Loftin, III</b> <b>P. O. Box 10745</b> <b>Birmingham, AL 35202-10745</b>



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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE NUMBER  
**20060216000077720 2/16/2006**

1b ☒ 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.

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:

This Change affects ☐ 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

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

**Massey Project 3, LLC**

OR

7b INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c MAILING ADDRESS

**P. O. Box 10745**

CITY

**Birmingham**

STATE

**AL**

POSTAL CODE

**35202**

COUNTRY

**U.S.**

8 ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☒ ASSIGN collateral.

Indicate collateral:

See Exhibit A

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

**Bank of America, National Association, as Trustee, successor by merger to LaSalle Bank National Assn**

OR

9b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10 OPTIONAL FILER REFERENCE DATA:

International Association of Commercial Administrators (IACA)

**EXHIBIT A**  
**The "Land"**

Lots 1 and 2, according to the Final Record Plat of Greystone Park, First Commercial Subdivision, as recorded in Map Book 30, page 48, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with the Reciprocal Easement Agreement as recorded in Inst. #20020925000463090, in Probate Office of Shelby County, Alabama.



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### The "Property"

All of the following described property, whether now owned or hereafter acquired by Debtor (collectively, the "Property"):

A. All that certain real property situated in Hoover, County of Shelby, State of Alabama, more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Land"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and ail of the estate, right, title, interest, claim and demand whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

B. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Land (the "Improvements;" the Land and the Improvements are collectively, the "Real Estate").

C. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Debtor and now or hereafter located in or on, attached to or used in and about the Real Estate, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment,, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Debtor as are now or hereafter used or furnished in operating the Real Estate, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Estate, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);

D. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on the Real ;Estate or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Estate or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor:

E. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located OB, under or above or used in connection with the Real Estate, or any part thereof, whether now existing or hereafter created or acquired;

F. All minerals., crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Estate;

G. All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Secured Party pursuant to the Mortgage (as hereinafter defined) or any other of the Loan Documents (as hereinafter defined), including, without limitation, all funds now or hereafter on deposit in the Impound Account, the Payment Reserve, the Replacement Reserve and the Leasing Reserve;

H. All leases (including, without limitation, oil, gas and mineral leases), licenses, concessions and occupancy agreements of all or any part of the Real Estate now or hereafter entered into, as same may be amended (each, and including, without limitation. Major Leases, as defined below, a "Lease" and collectively, "Leases") whether written or oral and all rents, royalties, issues,



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profits, revenue, income, funds, proceeds, receipts and other benefits (collectively, the "**Rents and Profits**") of the Real Estate or in any other way relating to the Real Estate, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees, occupants or licensees, as applicable under leases (each, a "**Tenant**" and collectively, the "**Tenants**"), of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases, or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject to, however, the provisions contained in Section 1.11 of the Mortgage;

I. All contracts, and agreements now or hereafter entered into or otherwise effective, covering or otherwise relating to all or any part of the Real Estate, as same may be amended (collectively, the "**Contracts**") and all revenue, income and other benefits thereof, including without limitation, management agreements, license agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Estate or the Improvements (including, but not limited to, plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements. (Any contract materially affecting the use, operation or construction of, or production of income in connection with, the Property, as determined by Secured Party, is referred to as a "**Material Contract**");

J. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Real Estate;

K. All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names» service marks and symbols now or hereafter used in connection with any part of the Real Estate, and names by which the Real Estate may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate) and all notes or chattel paper, now or hereafter arising from or by virtue of any transactions related to the Real Estate or otherwise related to the Real Estate (collectively, the "**General Intangibles**");

L. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now existing or hereafter obtained in connection with the Real Estate and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate;

M. All building materials, supplies and equipment now or hereafter placed in or on the Real Estate and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate;

N. All insurance policies or binders new or hereafter relating to the Property, including, without limitation, all proceeds, awards and unearned premiums thereon;

O. All proceeds, products, substitutions and accessions (including, without limitation, claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all proceeds of insurance and condemnation awards and all refunds, rebates or credits of any taxes or assessments levied against



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all or any portion of the Property whether as a result of tax certiorari or other proceedings or applications; and

P. All other or greater rights and interests of every nature in the Real Estate and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Mortgage and Security Agreement dated as of February 15, 2006 from Stone Park, LLC, an Alabama limited liability company, as Mortgagor, in favor of Prudential Mortgage Capital Company, LLC, a Delaware limited liability company, as Mortgagee (the "**Mortgage**"), as recorded on February 15, 2006, in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20060216000077700; and assigned to Prudential Mortgage Capital Funding, LLC, a Delaware Limited liability company, as assignee, by that Assignment of Mortgage and Security Agreement dated February 15, 2006, as recorded on February 16, 2006 in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20061127000077730; and further assigned to LaSalle Bank National Association, as Trustee for the Registered Holders of the Bear Stearns Commercial Mortgage Securities II, Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-PWR11, as assignee, by that Assignment of Mortgage and Security Agreement dated February 15, 2006, as recorded on November 27, 2006 in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20061127000572830; and further assigned to U.S. Bank National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of the Bear Stearns Commercial Mortgage Securities II, Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-PWR11, as assignee, by that Assignment of Mortgage and Security Agreement dated January 1, 2011, as recorded on July 14, 2016, in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20160714000245670; and further assigned to Massey Project 3, LLC, as assignee, by that Assignment of Mortgage and Security Agreement dated October 10, 2017, as recorded on October 10, 2017, in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20171010000369100.



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