

20171129000428130  
11/29/2017 11:51:31 AM  
UCCAMMND 1/4

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Doc Prep Dept-B. Smith Ln#74004733 (11-5-17) (County)</b>
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>USAMERIBANK Operations Center - FL P O Box 17540 Clearwater, FL 33762</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**Instrument #20141201000375240**

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 <b>Bar-Mar, L.L.C.</b>	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	OR		
7b. INDIVIDUAL'S SURNAME <b>Mark T. Lydon</b>	INDIVIDUAL'S FIRST PERSONAL NAME		
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	

7c. MAILING ADDRESS <b>2118 Vestridge Ct.</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35216</b>	COUNTRY <b>USA</b>
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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:

**All Fixtures, including but not limited to the items further described on Exhibit "A"; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing. The above goods are or are to become fixtures on the real estate described below in this UCC Financing Statement.**

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 <b>USAMERIBANK</b>	OR		
9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

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

**Instrument #20141201000375240**

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

12a. ORGANIZATION'S NAME

**USAMERIBANK**

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

**BAR-MAR, LLC**

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

**The subject UCC is to be filed as additional security to Real Estate Mortgage dated May 4, 2007 in the amount of \$128,800.00 as recorded in Instrument #20070613000276550 in the Probate Office of Shelby County, AL.**

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:

**Lot 64, according to the Survey of Portsouth, Third Sector, as recorded in Map Book 7, Page 110, in the Probate Office of Shelby County, Alabama.**

18. MISCELLANEOUS:

**UCC FINANCING STATEMENT AMENDMENT ADDITIONAL PARTY**  
FOLLOW INSTRUCTIONS

19. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form <b>Instrument #20141201000375240</b>	
20. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
20a. ORGANIZATION'S NAME <b>USAMERIBANK</b>	
OR	
20b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME <b>Mark Thomas Lydon</b>				
OR				
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
21c. MAILING ADDRESS <b>2118 Vestridge Ct.</b>		CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35216</b>
			COUNTRY <b>USA</b>	

22. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (22a or 22b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

22a. ORGANIZATION'S NAME				
OR				
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
22c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

23. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (23a or 23b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

23a. ORGANIZATION'S NAME				
OR				
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
23c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

24. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (24a or 24b)

24a. ORGANIZATION'S NAME				
OR				
24b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
24c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

25. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (25a or 25b)

25a. ORGANIZATION'S NAME				
OR				
25b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
25c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

26. MISCELLANEOUS:



## EXHIBIT "A"

All rights, title and interest of Borrower/Mortgagor in and to the materials, soil, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property described in loan documents (herein referred to as "Property") or under or above the same or any part or parcel thereof.

Together with and singular the tenements, hereditaments, easements, riparian and littoral rights, and appurtenances thereunto belonging or in any wise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and

Together with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property now or hereafter located in, upon or under said real property or any part thereof and used or usable in connection with any present or future operation of said real property and now owned or hereafter acquired by Mortgagor, including but without the generality of the foregoing, all heating, air-conditioning, lighting, laundry, incineration and power equipment, plumbing, lifting, cleaning, fire prevention, ventilating and communications apparatus; boilers, ranges, furnaces, appliances, elevators, escalators, shades and awnings, screens, storm doors and windows, stored wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies; together with all building materials and equipment now or hereafter delivered to the real property and intended to be installed therein, including but not limited to, lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof; and

Together with all of the right, title and interest of the Mortgagor in and to trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of the mortgaged premises, or of any business or endeavor located on the real property described hereinbefore; and

Together with all of the water, sanitary and storm sewer systems now or hereafter owned by the Mortgagor which are now or hereafter located by, over, and upon the real property hereinabove described, or any part or parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances; and

Together with all paving for streets, roads, walkways or entryways or hereafter owned by Mortgagor which are now or hereafter located on the real property hereinbefore described or any part or parcel thereof; and

Together with Mortgagor's interest as lessor in and to all leases of the real property hereinbefore described, or any part or parcel thereof, heretofore made and entered into, and to all leases hereafter made and entered into by Mortgagor during the life of this mortgage or any extension or renewal hereof, together with any and all guarantees thereof and including all present and future security deposits and advance rentals reserving to Mortgagor its equity of redemption rights therein provided, and hereby intending that in case of foreclosure sale, the lessor's interest in any such leases then in force shall, upon expiration of Mortgagor's right of redemption, pass to the purchaser at such sale as a part of the mortgaged premises, subject to election by the purchase to terminate or enforce any of such leases hereafter made; and

Together with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise or the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the real property hereinbefore described, or any part or parcel thereof; and

Together with all of the right, title and interest of the Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this mortgage, and all proceeds or any sums payable for the loss of or damage to (a) any real personal property encumbered hereby, or (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on the real property hereinbefore described, or any part or parcel thereof.

Products and proceeds of collateral are covered as provided in § 7 – 9(a) – 203 and § 7 – 9(a) – 315 of the Code of Alabama.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
11/29/2017 11:51:31 AM  
\$36.00 DEBBIE  
20171129000428130

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the typed name of the County Clerk.