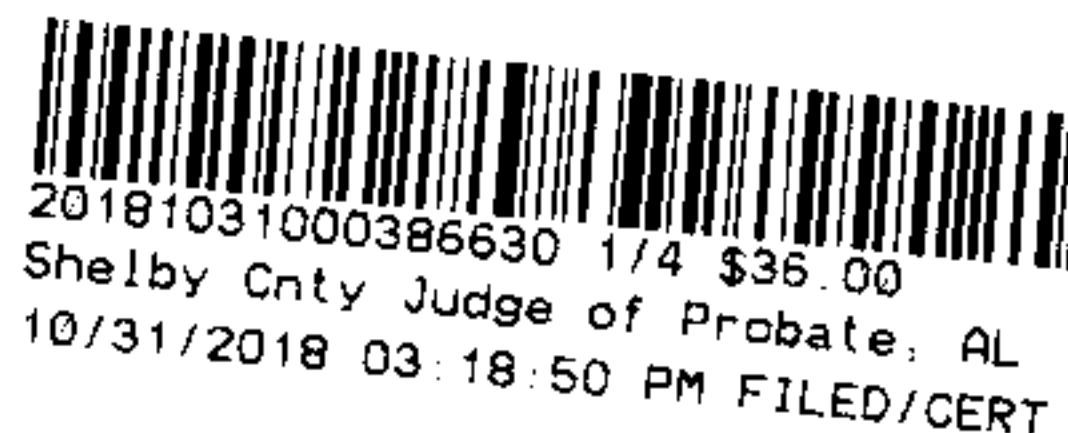


# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Martha S. Walker</b> <b>864-775-3007</b>	
B. E-MAIL CONTACT AT FILER (optional) <b>Martha@pmcsc.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"><b>Martha S. Walker</b> <b>PMC Real Estate Capital</b> <b>P. O. Box 1806</b> <b>Greenville, SC 29602</b></div>	



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER <b>20140303000055600 filed 3/3/14</b>	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> 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:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ 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>Stearns Alabama, LLC (Debtor)</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			
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 <b>Protective Life Insurance Company</b>				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

**Shelby County, Alabama**

**Protective Life Loan #200026143**

**PMC #50-233**

International Association of Commercial Administrators (IACA)

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
**20140303000055600 filed 3/3/14**

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

12a. ORGANIZATION'S NAME

**Protective Life Insurance Company**

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



20181031000386630 2/4 \$36.00  
Shelby Cnty Judge of Probate: AL  
10/31/2018 03:18:50 PM FILED/CERT

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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

**Stearns Alabama, LLC (Debtor)**

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:

**See Exhibits attached hereto**

18. MISCELLANEOUS:

**SCHEDULE 1**  
to  
UCC Financing Statement

Stearns Alabama, LLC, as debtor  
Protective Life Insurance Company, secured party


All of Debtor's interest in the personal property of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the property described on **Exhibit A** attached hereto (the "Property"), which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the Property, including, without limitation, all accounts, documents, instruments, chattel paper (including electronic chattel paper and tangible chattel paper), general intangibles (including payment intangibles and software), goods (including consumer goods, inventory, equipment and farm products), letter-of-credit rights and deposit accounts (as those terms are defined in the Uniform Commercial Code as now adopted or amended from time to time), all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the Improvements, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof;


All leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the Property arising from the use or enjoyment thereof or from the leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the leases or applied to one or more of the installments of rent coming due;

All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of Debtor's interest in the Property;

All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims; and

All insurance proceeds payable on account of any casualty to the Property and the maximum award of payment or compensation payable on account of a condemnation or other taking for public or private use of the Property or which relates to injury, damage, benefit or betterment thereto.

  
20181031000386630 3/4 \$36.00  
Shelby Cnty Judge of Probate, AL  
10/31/2018 03:18:50 PM FILED/CERT

  
20140303000055600 3/4 \$35.00  
Shelby Cnty Judge of Probate, AL  
03/03/2014 08:06:17 AM FILED/CERT



**EXHIBIT A**  
to  
**UCC Financing Statement**

Stearns Alabama, LLC, debtor  
Protective Life Insurance Company, secured party

Lots 1 and 2, according to the Survey of Carmax Auto Super Store, as recorded in Map Book 30, page 140, in the Office of the Judge of Probate Shelby County, Alabama and in Map Book 37, page 59, in the Office of the Judge of Probate Jefferson County, Alabama, and being more particularly described as follows:

**Lot 1:**

Commence at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 26, Township 19 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama, thence run North 06°42'09" East, along the west boundary line of said quarter-quarter, for a distance of 325.89 feet to the Point of Beginning; thence continue North 06°42'09" East, along the west boundary line of said quarter-quarter, for a distance of 937.25 feet to a capped iron found on the southerly right-of-way line of Highway 150 (right-of-way width varies); thence run North 84°28'56" East, along said right-of-way, for a distance of 26.40 feet to a capped iron set (CA-00279) on the southwesterly right-of-way line of Alabama Highway 150 (right-of-way width 50 feet); thence, leaving said southwesterly right-of-way, run North 59°15'25" East, along said southerly right-of-way of Highway 150, for a distance of 55.71 feet to the northeasterly right-of-way line of Alabama Highway 150 (right-of-way width 50 feet); thence leaving said northeasterly right-of-way, run North 09°38'28" East, along said southerly right-of-way of Highway 150, for a distance of 48.22 feet; thence run North 59°00'28" East, along said southerly right-of-way of Highway 150, for a distance of 358.11 feet; thence run South 84°53'00" East, along said southerly right-of-way of Highway 150, for a distance of 69.43 feet to the southwesterly right-of-way line of Cahaba River Estates Drive (right-of-way width varies); thence run South 30°33'27" East, along said right-of-way, for a distance of 369.70 feet; thence run South 38°47'31" East, along said right-of-way, for a distance of 111.69 feet; thence run South 35°21'49" East, along said right-of-way, for a distance of 53.86 feet; thence run South 34°25'06" East, along said right-of-way, for a distance of 116.33 feet; thence run South 24°16'33" East, along said right-of-way, for a distance of 21.15 feet to the Point of Curvature of a curve to the left, having a radius of 230.50 feet, a central angle of 19°14'18", a chord length of 77.03 feet and a chord bearing of South 33°53'20" East; thence continue along the arc of said curve, and said right-of-way, for a distance of 77.40 feet to the Point of Tangency of said curve; thence, leaving said right-of-way, run South 60°08'55" West for a distance of 1123.26 feet to the Point of Beginning.

**Lot 2:**

Begin at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 26, Township 19 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama, thence run North 06°42'09" East, along the west boundary line of said quarter-quarter, for a distance of 325.89 feet; thence run North 60°08'55" East for a distance of 1123.26 feet to the westerly right-of-way line of Cahaba River Estates Drive (right-of-way width 50 feet); said point also being the Point of Curvature of a curve to the left, having a radius of 230.50 feet, a central angle of 22°29'23", a chord length of 89.90 feet and a chord bearing of South 54°45'10" East; thence continue along the arc of said curve, and said right-of-way, for a distance of 90.48 feet to the Point of Tangency of said curve; thence run South 70°44'05" East for a distance of 100.25 feet; thence, leaving said right-of-way, run South 49°48'24" West for a distance of 1271.62 feet to the south boundary line of the Northwest Quarter of the Northwest Quarter of Section 26, Township 19 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama; thence run North 83°45'28" West, along said south line, for a distance of 210.24 feet to the Point of Beginning.