

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
James E. Vann (205) 930-5484
B. E-MAIL CONTACT AT FILER (optional)
jim.vann@dentons.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
James E. Vann Dentons Sirote PC 2311 Highland Avenue South Birmingham, Alabama 35205

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER	1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
20190501000145830	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: 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				
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:

All of the property and collateral and types of property and collateral described on Schedule A attached hereto located on or relating to the real property described in Exhibit A attached hereto, whether now owned or existing or hereafter created or acquired.

Additional security for mortgage recorded at 20190501000145810, as the same may be amended from time to time.

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

10. OPTIONAL FILER REFERENCE DATA:
49210-415 (Collateral)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form	
20190501000145830	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
OR	12a. ORGANIZATION'S NAME
	ServisFirst Bank
	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			
OR	13a. ORGANIZATION'S NAME		
	Blackridge Partners, LLC		
	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:	17. Description of real estate:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing	See Exhibit A attached hereto and incorporated herein by reference.
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	
Blackridge Partners II, LLC 3545 Market Street Hoover, Alabama 35226	

18. MISCELLANEOUS:
49210-415 (Collateral)

SCHEDULE A

(a) All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements (except household goods of the Debtor not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

(c) All accounts (as presently or hereafter defined in the Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land, Improvements, and other Mortgaged Property, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land, Improvements and other Mortgaged Property;

(d) 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, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, 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 Debtor of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Land, Improvements, and other Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as there is no default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements, or other 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 Land, Improvements, or other Mortgaged Property, or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf of and in the name of

Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' 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.

(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing; and

(f) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs(a), (b), (c), (d), or (e) above.

EXHIBIT A

THE LAND HEREIN DESCRIBED, BEING A PART OF SECTIONS 6, 7, 8, 17, 18, AND 19, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:

COMMENCING AT A FOUND 3" CAPPED PIPE MARKING THE COMMON CORNER TO SECTIONS 7, 8, 17, AND 18, TOWNSHIP 20 SOUTH, RANGE 3 WEST, AND THENCE RUNNING ALONG THE WEST SECTION LINE OF SAID SECTION 17 S00°01'11"W FOR A DISTANCE OF 2352.01' TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED:

THENCE CONTINUING ALONG SAID SECTION LINE, S00°00'02"E FOR A DISTANCE OF 1325.96', THENCE RUN S00°00'34"E FOR A DISTANCE OF 1326.72' TO THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, AND 20, T-20-S, R-3-W, THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 18, RUN S89°57'22"W FOR A DISTANCE OF 1312.39', THENCE RUN S00°10'27"W FOR A DISTANCE OF 162.26' TO A POINT ON THE EASTERLY RIVERBANK OF THE CAHABA RIVER, THENCE ALONG SAID RIVERBANK IN A GENERAL SOUTHERLY DIRECTION FOR A DISTANCE OF 642' MORE OR LESS, THENCE DEPARTING SAID RIVERBANK, RUN S00°10'27"W FOR A DISTANCE OF 568.37', THENCE RUN S89°56'37"W FOR A DISTANCE OF 1102.92' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SHELBY COUNTY ROAD NO.52, THENCE ALONG SAID RIGHT-OF-WAY, RUN N34°24'51"W FOR A DISTANCE OF 525.53', THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 1950.08', AN ARC LENGTH OF 694.50', AND A CHORD BEARING AND DISTANCE OF N44°37'01"W 690.84', THENCE RUN N54°45'22"W FOR A DISTANCE OF 168.11', THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 1233.57', AN ARC LENGTH OF 516.98', AND A CHORD BEARING AND DISTANCE OF N42°44'59"W 513.21', THENCE RUN N30°44'37"W FOR A DISTANCE OF 491.04', THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N00°26'24"W FOR A DISTANCE OF 594.35' TO A POINT ON THE CENTERLINE OF HIGHWAY NO.269, THENCE RUNNING ALONG SAID CENTERLINE IN A GENERAL EASTERLY DIRECTION FOR A DISTANCE OF 686.00' MORE OR LESS, THENCE RUN N89°55'50"E FOR A DISTANCE OF 167.83', THENCE CONTINUING ALONG SAID CENTERLINE IN A GENERAL SOUTH AND EASTERLY DIRECTION FOR A DISTANCE OF 825.00' MORE OR LESS, THENCE DEPARTING SAID ROAD CENTERLINE, RUN S30°12'02"E FOR A DISTANCE OF 50.38', THENCE RUN S30°12'02"E FOR A DISTANCE OF 499.78', THENCE RUN N59°48'16"E FOR A DISTANCE OF 903.36', THENCE RUN N00°00'00"W FOR A DISTANCE OF 161.15' TO A FOUND 3" CAPPED PIPE, THENCE RUN N00°10'30"W FOR A DISTANCE OF 2650.30' TO A FOUND 2" CAPPED PIPE, THENCE RUN N37°55'30"E FOR A DISTANCE OF 2453.90', THENCE RUN N65°10'47"E FOR A DISTANCE OF 583.39' TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CSX RAILROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S17°11'33"W FOR A DISTANCE OF 56.61', THENCE RUN S72°48'27"E FOR A DISTANCE OF 50.00', THENCE RUN S17°11'33"W FOR A DISTANCE OF 179.31', THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 2741.49', AN ARC LENGTH OF 243.12', AND A CHORD BEARING AND DISTANCE OF S14°39'08"W 243.04', THENCE WITH A COMPOUND CURVE TO THE LEFT, WITH A RADIUS OF 1201.00', AN ARC LENGTH OF 379.36', AND A CHORD BEARING AND DISTANCE OF S03°03'45"W 377.79', THENCE WITH A REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 266.48', AN ARC LENGTH OF 13.28', AND A CHORD BEARING AND DISTANCE OF S06°18'12"E 13.28', THENCE WITH A REVERSE CURVE TO THE LEFT, WITH A RADIUS OF 1201.00', AN ARC LENGTH OF 914.80', AND A CHORD BEARING AND DISTANCE OF S28°26'28"E 892.85', THENCE WITH A COMPOUND CURVE TO THE LEFT, WITH A RADIUS OF 2741.53', AN ARC LENGTH OF 243.11', AND A CHORD BEARING AND DISTANCE OF S52°48'10"E 243.03', THENCE RUN S34°39'24"W FOR A DISTANCE OF 25.00', THENCE RUN S55°20'36"E FOR A DISTANCE OF 317.11' TO A POINT ON THE WESTERLY RIVERBANK OF THE CAHABA RIVER, THENCE DEPARTING SAID RAILROAD RIGHT-OF-WAY LINE, ALONG THE WESTERLY RIVERBANK OF THE CAHABA RIVER RUN 1621.00' MORE OR LESS,

THENCE DEPARTING SAID RIVERBANK, RUN N88°43'17"W FOR A DISTANCE OF 954.79' TO THE POINT OF BEGINNING.
CONTAINING 335.197 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

AND;

PARCEL (SWAP) 1A:

A parcel of land situated in the North ½ of the Northeast ¼ of Section 18, and the South 1/4 of the Southeast 1/4 of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

BEGIN at a 2 inch capped pipe at the Southwest corner of the Northeast ¼ of the Northeast ¼ of Section 18, Township 20 South, Range 3 West, Shelby County, Alabama, and run N00°41'30"W for a distance of 589.60 feet to an ALAENG capped iron; thence run N42°02'44"E for a distance of 1027.68 feet to an ALAENG capped iron along the Northeasterly boundary of a 70' Southern Natural Gas Easement as recorded in Instrument Number 20151230000443730 in the Office of the Judge of Probate, Shelby County, Alabama; thence run S42°13'06"E along said easement for a distance of 298.54 feet to an ALAENG capped iron; thence leaving said easement, run S37°55'30"W for a distance of 1434.60 feet to the POINT OF BEGINNING.

Said parcel subject to a prescriptive right-of-way for Elvira Road and a 70' Southern Natural Gas Easement.

Said parcel containing 9.56 acres, more or less.; AND

PARCEL (SWAP) 1B:

A parcel of land situated in the Northeast 1/4 of the Northeast ¼ of Section 18, and the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

COMMENCE at a 2 inch capped pipe at the Southwest corner of the Northeast ¼ of the Northeast ¼ of Section 18, Township 20 South, Range 3 West, Shelby County, Alabama, and run N37°55'30"E for a distance of 1434.60 feet to the POINT OF BEGINNING, said point being an ALAENG capped iron along the Northeasterly boundary of a 70' Southern Natural Gas easement according to Instrument Number 20151230000443730 in the Office of the Judge of Probate, Shelby County, Alabama; thence run N42°13'06"W along said easement for a distance of 298.54 feet to an ALAENG capped iron; thence leaving said easement, run N62°16'08"E for a distance of 705.42 feet to an ALAENG capped iron; thence run N23°29'34"E for a distance of 97.99 feet to the P.C. (Point of Curvature) of a curve to the left having a central angle of 11°12'30" and a radius of 473.50 feet, said point being an ALAENG capped iron; thence run N17°53'19"E along the chord of said curve for a distance of 92.48 feet to the P.T. (Point of Tangency) of said curve, said point being an ALAENG capped iron; thence run N12°17'04"E for a distance of 38.24 feet to an ALAENG capped iron; thence run S77°42'56"E for a distance of 84.30 feet to an ALAENG capped iron; thence run S37°55'30"W for a distance of 946.53 feet to the POINT OF BEGINNING.

Said parcel subject to a prescriptive right-of-way for Elvira Road and a 70' Southern Natural Gas easement.

Said parcel containing 2.57 acres, more or less;

AND;

PARCEL (SWAP) 3:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

COMMENCE at a 3" capped pipe at the Southwest corner of the Southwest 1/4-1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and run N00°08'01"W along the West line of said 1/4-1/4 section for a distance of 371.30 feet; thence leaving said West line, run N37°55'30"E for a distance of 299.80 feet to an ALAENG capped iron; thence run N65°10'47"E for a distance of 9.04 feet to the POINT OF BEGINNING, said point being an ALAENG capped iron; thence run N65°10'47"E for a distance of 57.10 feet to an ALAENG capped iron; thence run N77°42'56"W for a distance of 45.54 feet to an ALAENG capped iron; thence run S12°17'04"W for a distance of 34.44 feet to the POINT OF BEGINNING.

Said parcel containing 0.02 acres, more or less.

LESS AND EXCEPT:

Parcel (SWAP) 2:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:
COMMENCE at a 3" capped pipe at the Southwest corner of the Southwest 1/4-1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and run N00°08'01"W along the West line of said 1/4-1/4 section for a distance of 371.30 feet; thence leaving said West line, run N37°55'30"E for a distance of 226.23 feet to the POINT OF BEGINNING, said point being an ALAENG capped iron; thence run N37°55'30"E for a distance of 72.77 feet to an ALAENG capped iron; thence run N65°10'47"E for a distance of 9.04 feet to an ALAENG capped iron; thence run S12°17'04"W for a distance of 46.06 feet to an ALAENG capped iron; thence run S57°17'04"W for a distance of 35.36 feet to an ALAENG capped iron; thence run N77°42'56"W for a distance of 13.70 feet to the POINT OF BEGINNING.
Said parcel containing 0.03 acres, more or less;

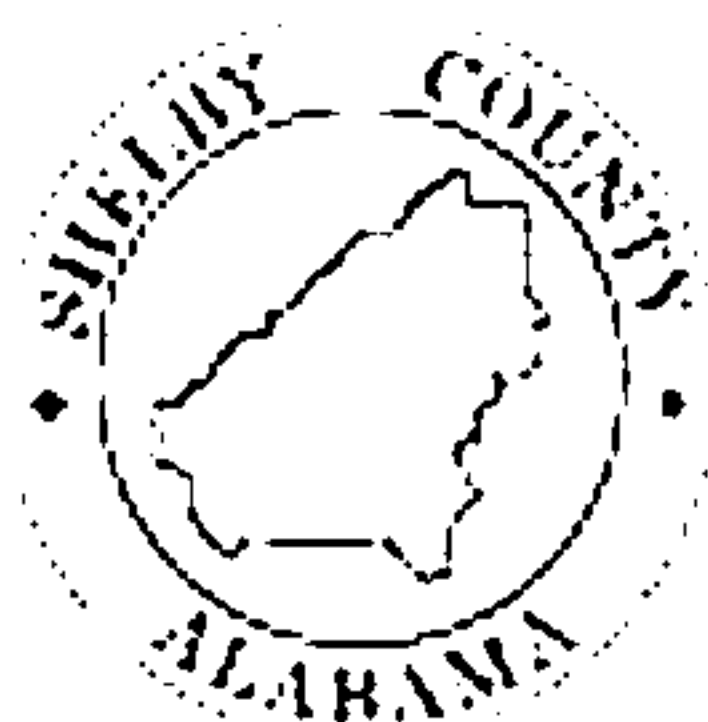
AND, LESS AND EXCEPT;

Parcel (SWAP) 4:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:
COMMENCE at a 3" capped pipe at the Southwest corner of the Southwest 1/4-1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and run N00°08'01"W along the West line of said 1/4-1/4 section for a distance of 371.30 feet; thence leaving said West line, run N37°55'30"E for a distance of 299.00 feet to an ALAENG capped iron; thence run N65°10'47"E for a distance of 66.14 feet to the POINT OF BEGINNING, said point being an ALAENG capped iron; thence run N65°10'47"E for a distance of 517.25 feet to an ALAENG capped iron along the Westerly right-of-way of a CSX Rail Road; thence run S17°11'33"W along said right-of-way for a distance of 56.61 feet to an ALAENG capped iron; thence run S72°48'27"E along said right-of-way for a distance of 50.00 feet to an ALAENG capped iron; thence run S17°11'33"W along said right-of-way for a distance of 5.36 feet to an ALAENG capped iron; thence leaving said right-of-way, run N82°14'39"W for a distance of 37.69 feet to the P.C. (Point of Curvature) of a curve to the left having a central angle of 44°50'31" and a radius of 275.00 feet, said point being an ALAENG capped iron; thence run S75°20'06"W along the chord of said curve for a distance of 209.77 feet to the P.T. (Point of Tangency) of said curve, said point being an ALAENG capped iron; thence run S52°54'50"W for a distance of 131.33 feet to the P.C. of a curve to the right having a central angle of 49°22'14" and a radius of 138.50 feet, said point being an ALAENG capped iron; thence run S77°35'57"W along the chord of said curve for a distance of 115.68 feet to the P.T. of said curve, said point being an ALAENG capped iron; thence run N77°42'56"W for a distance of 41.85 feet to the POINT OF BEGINNING.
Said parcel containing 0.39 acres, more or less;

AND, LESS AND EXCEPT:

Any part of the land as depicted on the final plat of Blackridge Road Extension lying within a platted road right-of-way as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 56, Page 64.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/06/2022 01:38:19 PM
\$49.00 JOANN
20220906000346480

Allen S. Bayl