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11/08/2022 09:27:33 AM
UCC3 1/2

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Lisa Parker-Smith	205-271-9679
B. E-MAIL CONTACT AT FILER (optional)	
lparkersmith@dfhlaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Dominick Feld Hyde, P.C. 1130 22nd Street South, Ste 4000 Birmingham, AL 35205	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20150403000106350

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: 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
Southbrook Village, LLC
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

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

See attached Schedule II.

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

10. OPTIONAL FILER REFERENCE DATA:

Shelby County, AL

SCHEDULE "II"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Southbrook Village, LLC

Secured Party/Mortgagee: BancorpSouth Bank

a) **Personal Property Release.** In addition to the covenants and agreements made in the Real Estate Mortgage, the Borrower and the Bank further covenant and agree that, notwithstanding any language to the contrary in the Real Estate Mortgage, effective as of the date the Loan is executed by the Borrower and the Bank (the "Effective Date"), any personal property, contents, or belongings located at, on, or within the Real Property that is secured by the terms of the Real Estate Mortgage by any means and that is not sufficiently covered by flood insurance pursuant to the National Flood Insurance Act of 1968, and the Flood Disaster Protection Act of 1973, as amended, and regulations issued thereunder (together, the "Acts") as of the Effective Date, is voided, released and disclaimed in full by the Bank as collateral or security for the Loan, and the Bank shall retain no security interest or lien in such personal property, contents, or belongings on or after the Effective Date.

b) **Cross-Collateralization Release.** The Borrower and the Bank further covenant and agree that, notwithstanding any language to the contrary in the Real Estate Mortgage, as of the Effective Date, any collateral securing any other loan, debt, or obligation between the Borrower and the Bank that is secured by the terms of the Real Estate Mortgage by any means, is voided, released and disclaimed in full by the Bank as collateral or security for the Loan, and the Bank shall retain no security interest or lien in such other collateral on or after the Effective Date, unless the other loan, debt, or obligation relates to or is on the Real Property, in which case this Cross-Collateralization Release shall not extend to the collateral securing such other loan, debt, or obligation relating to or on the Real Property.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/08/2022 09:27:33 AM
\$39.00 JOANN
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