

Important: Read Instructions on Back Before Filling out Form.

Inst # 1997-39392
12/03/1997-39392
03:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 21.00


**SCHEDULE A-I
to FINANCING STATEMENT**

SECURED PARTY: First Commercial Bank


DEBTOR: Dollar, Inc. and Lake Forest, L.L.C.

DEBTOR SIGNATURES:

DOLLAR, INC., an Alabama Corporation

By:  [SEAL]
Thomas H. Brigham, Jr., Its President

LAKE FOREST, L.L.C., an Alabama Limited Liability
Company

By:  [SEAL]
Thomas H. Brigham, Jr., Its Member

SCHEDULE I

All of Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All that tract or parcel or parcels of land and estates particularly described in 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, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;

(c) 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, rights, titles, interest, 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 Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf 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.

(d) All Construction Contracts (between the Contractors and Debtor providing for the construction of the Project, or any portion thereof), the Architect Contracts (between the Architects and the Debtor providing for the design of the Project, the preparation of the Plans and Specifications, the supervision and inspection of the construction of the Project and the provision of any other architectural services or projects related to the Project), the Plans and Specifications (all plans and specifications for the Project, or any portion thereof), and other Construction documents (1) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (2) all contracts to which the Debtor is a party (including the Construction Contracts) providing for the construction of any of the Project or

the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (3) all contracts to which the Debtor is a party providing for the management of the construction of any of the Project; (4) all rights of the Debtor as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Debtor is not a party; (5) all payment and performance bonds relating to any of the Project; (6) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (7) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder).

(e) The Debtor's books and records relating to the Property or construction of the improvements thereon or any part thereof, all contracts now or hereafter made by Debtor relating to the Property or the construction of the improvements thereon or any part thereof, and all bonds and other guarantees of performance in favor of Debtor or with respect to any such contracts, all sales contracts for the purchase of lots in the proposed subdivision, and the proceeds therefrom, including Debtor's right to the earnest money deposits made pursuant to the sales contracts provided by the Debtor in favor of others;

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

EXHIBIT A

(210 acres)

Part of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Beginning at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 9, run in a Southerly direction along the East line of said Section 9 for a distance of 2348.99 feet; thence turn an angle to the right of 90 degrees 10' and run in a Westerly direction for a distance of 200.0 feet; thence turn an angle to the left of 90 degrees 10' and run in a Southerly direction for a distance of 300.14 feet to the South line of said section; thence turn an angle to the right of 90 degrees 07' 31" and run in a Westerly direction along the South line of said section for a distance of 2448.59 feet to an existing iron rebar; thence turn an angle to the right of 89 degrees 54' 55" and run in a Northerly direction for a distance of 75.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 24 degrees 09' 18" and run in a Northeasterly direction for a distance of 219.94 feet to an existing iron rebar set by Laurence D. Weygand and to a point on a curve, said curve being concave in a Southwesterly direction and having a central angle of 46 degrees 54' 09" and a radius of 477.01 feet; thence turn an angle to the left (71 degrees 40' 21" to the chord) and run in a Northwesterly direction along the arc of said curve for a distance of 390.48 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (59 degrees 10' 30" from last mentioned chord) and run in a Northeasterly direction for a distance of 1088.80 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 81 degrees 06' 01" and run in a Northwesterly direction for a distance of 520.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 90 degrees and run in a Southwesterly direction for a distance of 120.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 46 degrees 11' 13" and run in a Southwesterly direction for a distance of 130.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 96 degrees 57' 36" and run in a Northwesterly direction for a distance of 50.1 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 41 degrees 22' 18" and run in a Northwesterly direction for a distance of 50.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left 54 degrees 33' 52" and run in a Southwesterly direction for a distance of 50.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 4 degrees 42' 49" and run in a Southwesterly direction for a distance of 60.83 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 15 degrees 20' 32" and run in a Southwesterly direction for a distance of 97.61 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 25 degrees 52' 39" and run in a Southwesterly direction for a distance of 107.7 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 5 degrees 06' 08" and run in a Southwesterly direction for a distance of 104.4 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 10 degrees 41' 25" and run in a Southerly direction for a distance of 95.52 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 15 degrees 47' 33" and run in a Southwesterly direction for a distance of 107.70 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 1 degree

34' 36" and run in a Southwesterly direction for a distance of 101.24 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 39 degrees 45' 35" and run in a Southwesterly direction for a distance of 90.21 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 5 degrees 43' 46" and run in a Southwesterly direction for a distance of 193.70 feet to an existing old iron rebar; thence turn an angle to the right of 32 degrees 10' 14" and run in a Westerly direction for a distance of 83.64 feet to an existing iron rebar; thence turn an angle to the right of 93 degrees 38' 24" and run in a Northerly direction for a distance of 11.22 feet to an existing crimp iron pin; thence turn an angle to the left of 90 degrees 01' 07" and run in a Westerly direction for a distance of 134.75 feet; thence turn an angle to the right of 40 degrees 29' 28" and run in a Northwesterly direction for a distance of 16.4 feet; thence turn an angle to the left of 27 degrees 26' 33" and run in a Northwesterly direction for a distance of 390.56 feet to an existing iron rebar set by Laurence D. Weygand and being on the Easterly right-of-way of Shelby County Highway #17; thence turn an angle to the right of 90 degrees 44' 38" and run in a Northeasterly direction along the East right-of-way line of said Shelby County Highway #17 for a distance of 211.64 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 78 degrees 52' 09" and run in an Easterly direction for a distance of 330.0 feet; thence turn an angle to the left of 68 degrees 47' 05" and run in a Northeasterly direction for a distance of 82.0 feet; thence turn an angle to the left of 42 degrees 27' 51" and run in a Northwesterly direction for a distance of 146.11 feet; thence turn an angle to the left of 49 degrees 28' 18" and run in a Northwesterly direction for a distance of 55.56 feet; thence turn an angle to the right of 92 degrees 26' 09" and run in a Northeasterly direction for a distance of 20.0 feet to an existing crimp iron pin; thence turn an angle to the right of 81 degrees 40' 18" and run in a Southeasterly direction for a distance of 212.71 feet to a point on the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 9; thence turn an angle to the left of 106 degrees 01' 49" and run in a Northerly direction for a distance of 1561.23 feet to an existing iron rebar being on the South line of Corsentino's Addition to Eaglewood Estates 4th Sector 1st Phase, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 17; thence turn an angle to the right of 90 degrees 01' 04" and run in an Easterly direction along the South line of said Corsentino's Addition to Eaglewood Estates 4th Sector 1st Phase and its Easterly direction thereof for a distance of 1320.87 feet to an existing iron rebar; thence turn an angle to the right of 89 degrees 56' 11" and run in a Southerly direction for a distance of 331.05 feet to an existing iron rebar set by Laurence D. Weygand and being the Northwest corner of the Northwest 1/4 of the South 1/4 of said Section 9; thence turn an angle to the left of 89 degrees 59' 07" and run in an Easterly direction for a distance of 2644.25 feet, more or less, to the point of beginning.

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