



				4	7/23/2002 13:18:	00 FILED/CERT
UCC FINANCING	SSTATEM	ENT				
FOLLOW INSTRUCTION	S (front and back	k) CAREFULLY				
A. NAME & PHONE OF C	ONTACT AT FIL	ER [optional]				
B. SEND ACKNOWLEDG	MENT TO: (Nai	ne and Address)				
William C. E	Byrd. II. Esa.					
Burr & Form	-		· ·			
420 North 2						
Suite 3100						
Birmingham	, AL 35203					
1. DEBTOR'S EXACT F	ULL LEGAL NAM	E - insert only one debter name (4-	or 1b) - do not abbreviate or combine names	E SPACE IS FO	R FILING OFFICE US	EONLY
1a. ORGANIZATION'S NA	AME ILIV Sucto	- msert only one deptor harrie (18	or 10) - do not appreviate or combine names	<u> </u>	<u></u> .	
	JUN SASIE	ems, inc.				
OR 1b. INDIVIDUAL'S LAST	NAME		FIRST NAME	FIRST NAME		
				MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS			CITY			
100 West Tenth S	Street			STATE	POSTAL CODE	COUNTRY
1d. TAX ID #: SSN OR EIN		TAN TYPE OF OPONING	Wilminghton	DE	19801	USA
IG. TAX ID #. SSN OR EIN	ORGANIZATION	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORG	ANIZATIONAL ID #, if any	
	DEBTOR	Corporation	Delaware			NONE
2. ADDITIONAL DEBTOR	R'S EXACT FULL	LEGAL NAME - insert only one of	debtor name (2a or 2b) - do not abbreviate or con	nbine names		
2a. ORGANIZATION'S NA	ME			····		
OR OF INDUSTRIAL		····				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	MIDDLE NAME		
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2a ORG	NIZATIONAL ID #, if any	
	ORGANIZATION DEBTOR	I	•	1-4.01107	WHICH ICIANG ICH, II BITY	
3 SECURED PARTY'S		A TOTAL A COLONIES - 4 A COLONIO			······································	NONE
3a. ORGANIZATION'S NA	M⊢		S/P) - insert only <u>one</u> secured party name (3a or	3b)		
	Southeast	ern Commercial Finance	e, L.L.C.			
OR 3b. INDIVIDUAL'S LAST N	AMF		TEIDOT MANE			
		FIRST NAME	MIDDLE NAME		SUFFIX	
3c. MAILING ADDRESS	······································		Ott.			
	ortho Attac Di	atrial Transport	CITY		POSTAL CODE	COUNTRY
110 12th Street No	nui, Aun: Pa	aurick i rammeli	Birmingham	AL	35203	USA

4. This FINANCING STATEMENT covers the following collateral:

The collateral is more particularly described in Exhibit B attached hereto and made a part hereof. The "Land" referred to in Exhibit B is more particularly described in Exhibit A attached hereto and made a part hereof.

5 ALTERNATIVE DESIGNATION OF COMPRESSION	1.5005511.50005			T		
5. ALTERNATIVE DESIGNATION [if applicable]: 6. This FINANCING STATEMENT is to be filed [f		CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCCFILING
Attach Addendum		f applicable] / Check to REC	QUEST SEARCH REPO	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA		<u> </u>			1 0.001010	Debtor 2
Shelby County, Alabama						

			ENTADDENDUM						
	LOW INSTRUCTIONS (fro		N RELATED FINANCING STA	TEME	NT				
0	9a. ORGANIZATION'S NAME	IHK Syste	me Inc						
		oi iik Oysie	HIS, HIC.						
OR	9b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME,SUFFIX				
10.	MISCELLANEOUS:			··· <u>, </u>					
						THE ABOVE	SPACE	IS FOR FILING OFFICE	E USE ONLY
11.	ADDITIONAL DEBTOR'S	EXACT FUL	L LEGAL NAME - insert only one n	ame (1	1a or 11b) - do not abbrev				
• • •	11a. ORGANIZATION'S NAME	····	LLCVILL THOUSE ONLY DIE		14 OF 110) - 00 HOL 400161	ado or combine marrie		<u></u>	<u> </u>
OR	11b. INDIVIDUAL'S LAST NAM	Ε		FIRST NAME			MIDDLE NAME		SUFFIX
11c.	MAILING ADDRESS	<u> </u>		CITY		<u>, , , , , , , , , , , , , , , , , , , </u>	STATE	POSTAL CODE	COUNTRY
11d.	OF	D'L INFO RE RGANIZATION BTOR	11e. TYPE OF ORGANIZATION	11f. J	URISDICTION OF ORGAI	NIZATION	11a. ORG	SANIZATIONAL ID #. if any	NONE
12.	ADDITIONAL SECUR	ED PARTY	S or ASSIGNOR S/P'S	NAM	E - insert only one name	(12a or 12b)			
. —	12a. ORGANIZATION'S NAME								
OB									
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME			MIDDLE NAME		SUFFIX	
12c.	MAILING ADDRESS			CITY			STATE	POSTAL CODE	COUNTRY
	This FINANCING STATEMENT collateral, or is filed as a Description of real estate:		nber to be cut or as-extracted	16. <i>A</i>	dditional collateral descri	ption:			
	ee Exhibit A and Ex ade a part hereof.	hibit B at	tached hereto and						
	Name and address of a RECOli (if Debtor does not have a recor		above-described real estate	:					
				17. C	heck <u>only</u> if applicable an	d check <u>only</u> one box		·	——————————————————————————————————————
				Debto		-		roperty held in trust or	Decedent's Estate
				18. C	heck <u>only</u> if applicable an				
					ebtor is a TRANSMITTING	UTILITY			
				F	iled in connection with a N	Manufactured-Home 1	ransaction	— effective 30 years	
				F	iled in connection with a f	Public-Finance Transa	action ef	fective 30 years	

EXHIBIT A LEGAL DESCRIPTION

Lot 118 according to the Survey of Greystone, 1st Sector, Phase 1, as recorded in Map Book 14, Page 91 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to that certain First Mortgage in favor of First Federal Savings Bank recorded at Instrument No. 1999-05560.

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EXHIBIT "A" TO UCC-1 FINANCING STATEMENT

All of the following described property of Debtor:

All of the assets of Debtor of every kind, nature and description, wherever located, whether now owned or hereafter acquired, including all of Debtor's assets which are or may be subject to Article 9 of the Uniform Commercial Code of any one or more of the States of the United States of America or any other jurisdiction where any of the foregoing may now or hereafter be located, together with all replacements therefor, additions and accessions thereto, and proceeds (including, but without limitation, insurance proceeds) and products thereof, including, without limitation, the following:

- 1. Accounts (including, without limitation, notes, drafts, acceptances, letters of credit, and other rights to payment);
- 2. Chattel Paper;
- 3. Contract Rights;
- 4. Deposit Accounts;
- 5. Documents;
- 6. Equipment (including, without limitation, all motor vehicles, trucks, trailers, rolling stock and mobile goods);
- 7. General Intangibles (including, without limitation, all trade names, trademarks, patents, goodwill, and other intangible assets);
- 8. Instruments:
- 11. Inventory;
- 12. Rights as seller of Goods and rights to returned or repossessed Goods;
- 13. All existing and future leases and use agreements of personal property entered into by Debtor as lessor with other Persons as lessees, including without limitation the right to receive and collect all rentals and other monies, including security deposits, at any time payable under such leases and agreements;
- 14. Any existing and future leases and use agreements of personal property entered into by Debtor as lessee with other Persons as lessors (to the extent the security interest herein does not constitute a default thereunder), including without limitation the leasehold interest of Debtor in such property, and all options to purchase such property or to extend any such lease or agreement;
- 15. To the extent not described above, all fixtures of Debtor (including but not limited to all fixtures now or hereafter located on Debtor's Property);

- 16. All moneys of Debtor and all Secured Party accounts, deposit accounts, lock boxes and other accounts in which such moneys may at any time be on deposit or held and all investments or securities in which such moneys may at any time be invested and all certificates, instruments and documents from time to time representing or evidencing any of the same;
- 17. All interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in Paragraphs (1) through (14) above and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by the Secured Party for or on behalf of Debtor in substitution for or in addition to any of said property; and
- 18. All Records pertaining to any of the Collateral.
- 19. All other property, both real and personal not note above.

Except as otherwise specifically defined herein, all capitalized words and phrases used herein shall have the respective meanings attributable to them as set forth in that certain Loan and Security Agreement between the Debtor and the Secured Party of even date herewith, the terms and conditions of which are hereby incorporated herein by this reference.