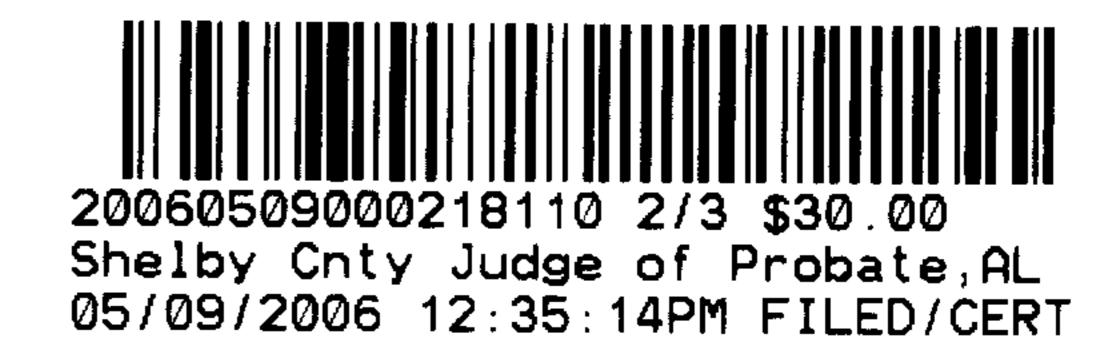
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UCC FINANCING						
FOLLOW INSTRUCTIONS (
A. NAME & PHONE OF C	ONIACIAIFIL	ER [optional]				
B. SEND ACKNOWLEDGN	IENT TO: (Name	e and Address)				
	COMMERCIA	AL BANK				
i	X 11746	~ ~ ~ ~ ~ ~ ~ ~ ~				
BIRMIN	IGHAM, AL	35202-1746				
					R FILING OFFICE USE	ONLY
		- insert only one debtor nam	e (1a or 1b) - do not abbreviate or combi	ne names		,, ———————————————————————————————————
1a. ORGANIZATION'S NA SATA D	EVELOPMEN	TNC				
OR 1b. INDIVIDUAL'S LAST			FIRST NAME	NAIDDLE	NI A RAC	SUFFIX
15. INDIVIDUAL 3 LAST	IVAIVIE		FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
1005 BARKLEY	DR		BIRMINGHAM	AL	35242	USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		ηγ τ.
	ORGANIZATION DEBTOR	CORPORATION	ALABAMA			NONE
2. ADDITIONAL DEBTOR'	S EXACT FULL	LEGAL NAME - insert only or	ne debtor name (2a or 2b) - do not abbrev	iate or comb	oine names	
2a. ORGANIZATION'S NA	ME			<u> </u>		
OR				· · · · · · · · · · · · · · · · · · ·		
2b. INDIVIDUAL'S LAST	NAME		FIRST NAME	MIDDLE NAME		SUFFIX
	······································					0011017017
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'I INFO RE	24 TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2a ORG	ANIZATIONAL ID # if an	<u> </u>
ORGANIZATION			Z1. JUNISUICHUN OF UNGANIZATION	2g. ORGANIZATIONAL ID #, if any		
3. SECURED PARTY'S N	DEBTOR AME (or NAME of	F TOTAL ASSIGNEE OF ASSIGNOR	S/P) - insert only one secured party name (3a o	r 3h)		I NONE
3a. ORGANIZATION'S NA		TO THE MODICITED OF MODICITOR	C/1 / Inscrit Only Mills Secured Party Harrie (Od O			
FIRST COMM	IERCIAL F	BANK				
3b. INDIVIDUAL'S LAST	نوان المستقبة والمستقدات والمستقد والمستقد والمستقد والمستقد والمستقد والمستقد والمستقد والمستقد والمستقد		FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
800 SHADES	CREEK PA	ARKWAY	BIRMINGHAM	AL	35209	USA
4. This FINANCING STATEMEN		_				
			URE, FURNISHINGS AND PI			
			HEREAFTER ACQUIRED BY		>	
			DS THEREOF AND ALL OTHI		A T	
		THE ATTACHED EXH	HED HERETO, LOCATED ON	THE KE	AL	
THIS FINANCIN	IG STATEME	ENT IS TO BE CROS	SS-INDEXED IN REAL ESTA	TE MORI	GAGE RECORDS	3.
MORTGAGE TAX	KES BEING	PAID ON MORTGAGE	E BEING SIMULTANEOUSLY	FILED.		
DEBTOR IS THE	COWNER OF	THE REAL ESTATI	E DESCRIBED ON THE ATTA	CHED EX	HIBIT "A".	
INITIAL INDEE	STEDNESS S	SECURED BY FINANC	CING STATEMENT		•	
MORTGAGE TAX			 			
		<u>·── · · · · · · · · · · · · · · · · · ·</u>				

5. ALTERNATIVE DESIGNATION [if applicable]	: LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING	
6. This FINANCING STATEMENT is to be ESTATE RECORDS. Attach Addend	filed [for/secord] (or reco	rded) in the REAL 7. Check [if applicable]	to REQUEST SEARC	H REPORT(S) on De [optional]	btor(s All Deb	tors Debtor 1 Debtor 2	
8. OPTIONAL FILER REFERENCE DATA							

69361764 - 1 LOT 1-96 CHELSEA PARK

Schedule I



All of Debtor's right, title, and interest in, to, and under the following described land, real estate, buildings, improvements, fixtures, furniture, and personal property:

- (a) All those certain tracts or parcels of land located in Shelby County, State of Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land") and
- (b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement of even date (the "Mortgage"); and
- (c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and
- (d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

long as ge; and	an Event of Default has not occurred hereund	ler or such collection is not otherwise restricted by the
(e)	Debtor relating to the use and operation of the	
	Signed:	Saia Development, Inc Norman Saia, Jr, President

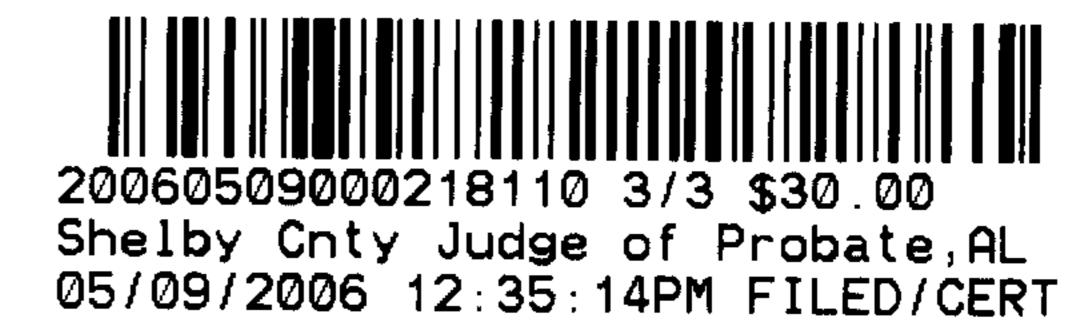


EXHIBIT "A"

Lot 1-96, according to the Map and Survey of Chelsea Park, 1st Sector, Phase I & II, as recorded in Map Book 34, Page 21 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

Saia Dévelopment, Inc

Norman Saia, Ir, President