This FINANCING STATEMENT is presented to a filing off	icer for filing pursuant to the Uniform Commercial Code:	3. Maturity date (if any):
1. Dehtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time,
	GENERAL ELECTRIC CAPITAL CORPORA	TY (Myer, and Filing Office)
KEN LOKEY HOMES, INC.	13455 Noel Road,	
1800 Bering Drive	Suite 1750	
Suite 220	Two Galleria Tower, LB 24	
Houston, TX 77057	Dallas, TX 75240	
4. This financing statement covers the following types (or ite All building materials, fixtures other items of personal property delivered to the real property hereto and made a part hereof by	ms) of property: s, appliances, equipment and now located upon, or hereafter described in Exhibit "A" attached	5. Assignee(s) of Secured Party and
	13.00	
Strutted 92+95 TAX To or	Ma 222273	ed with:
already subject to a security interest in another juris which is proceeds of the original collateral described	diction when it was brought into this state. I above in which a security interest was perfected:	
Check 🔀 if covered: 🗌 Proceeds of Collateral are also	covered. 🔀 Products of Collateral are also covered. No. of	additional Sheets presented:
KEN LOKEY HOMES, INC.	GENERAL ELECTRI	C CAPITAL CORPORATION
	STANDARD FORM - FORM UCC-1.	(s) of Secured Party(ies) (For Use In Most States)

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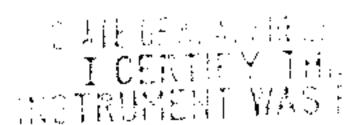
EXHIBIT "A"

Lots 92 and 95, according to the map and survey of Stratford Place, Phase II, Final Plat, as recorded in Map Book 12 page 91 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Cahaba 7.41e

SCHEDULE OF COLLATERAL COVERED BY FINANCING STATEMENT KEN LOKEY HOMES INC AND GENERAL ELECTRIC CAPITAL CORPORATION

All of the following, whether now owned or hereafter acquired by Debtor: (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the Land (the "Land") described in Exhibit "A." attached hereto and made a part hereof (the "Improvements"); (b) all equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personal Property") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed; sough. or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements; (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements; (e) all plans and specifications for the Improvements; (f) all contracts relating to the Land, the Improvements or the Personal Property; (g) all deposits (including tenants' security deposits), bank accounts, funds, documents, contract rights, accounts, commitments, construction contracts, architectural agreements, general intangibles (including, without limitation, trademarks, trade names and symbols) and instruments, notes or chattel paper arising from or by virtue of any transactions related to the Land, the Improvements or the Personal Property; (h) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements and the Personal Property; (i) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements or the Personal Property; (j) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property; (k) all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasipublic use under any law; (1) all right, title and interest of Debtor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; (m) all of the leases, rents, royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder: (n) all consumer goods located in, on or about the Land or the Improvements or used in connection with the use or operation thereof; (o) all rights, hereditaments and appurtenances pertaining to the foregoing; and (p) other interests of every kind and character that Debtor now has or at any time hereafter acquires in and to the Land, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property. If the estate of Debtor in any of the abovedescribed property is a leasehold estate (the "Leasehold Estate"), this conveyance shall include and the lien and security interest created hereby shall encumber all additional title, estate, interest, and other rights that may hereafter be acquired by Debtor in the property demised under the lease creating the Leasehold Estate.



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