This FINANCING STATEMENT is presented to a filing of	ficer for filing pursuant to the Uniform Commercial Code:	3. Maturity date (if any):
1. E. Stor(s) (Last Name First) and address(es)	2 Secured Partylies) and address(es)	For Filing Officer (Date, Time,
	FundAmerica Corporation (former	Number, and Filing Office)
Ken Lokey Homes, Inc. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	brown as Southmark Mortgage	1 State of
1800 Bering Drive, Suite 220	Corporation of America	NSTRUMENT WAS FILED
	6800 West Loop South, East Bldg.	INSTRUMENTY THIS
Houston, Texas 77057	Bellaire, Texas 77401	WAS FILED
	Bellaire, lexas //401	90 FEB 20 PH 12: 57
6. This financing statement covers the following types (or items) of property:		PH 19: ET
all personal property of Debtor located on or arising		5. Assignee(s) of Secured Party and
in connection with the land described on the continuation		Address(es) San Jacinte Asavings Assoc-
sheets attached hereto and made a part hereof (the "Land"),		San Jacinte Savings Assoc-
together with all improvements thereon and all rights and*		iation
together with all improvements chercon and all lights of		6800 West Loop South,
		East Building, 3rd Floor
		Bellaire, Texas 77401
		1
		·
*See Continuation Sheets attached.		
	Mta Bow Mta 262-8	V /
		ed with:
		CG Willia
 already subject to a security interest in another jurished which is proceeds of the original collateral describe 		Jefferson County
·	so covered. [] Products of Collateral are also covered. No. of	dodinonal Sheets presented:
10164		TO DATE ON TO
KEN LOKEY HOMES. INC.	FUNDAMERICA COL	REGRAINGE
· · · · · · · · · · · · · · · · · · ·	By: Signatur	re(s) of Secured Party(ies)
Signature(s) of Debtor(s) (1) Filing Officer Copy-Alphabetical	STANDARD FORM - FORM UCC-1.	(For Use In Most States)
(1) Fitting Officer Copy-Alphaberical	JA ARDARD I ORM - I ORM OCC-1.	and the second of the second o
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interests relating thereto, including, without limitation, (i) all equipment, goods, inventory, fixtures or other tangible personal property attached to, located on, installed in or used in connection with the Land, (ii) all leases, documents, chattel paper, money, instruments, accounts, contract rights or other general intangibles rising out of the sale, lease, construction, financing or other use of the Land, (iii) all future substitutions for or modifications of or profits, rents or other benefits from the foregoing, (iv) any eminent domain rewards, (v) all revenues, monies, proceeds, benefits and payments accruing and to accrue, and all sums payable and to be payable to Debtor and to which Debtor is and may hereafter become entitled under any contracts for the purchase and/or sale of any of the Land, (vi) all agreements, written or oral, between Debtor or any other party relating to the construction of any improvements on any of the Land, and (vii) all proceeds which arise out of the sale, liquidation or other transfer of or damage to or destruction of, or sale, use or enforcement of, the above described collateral, or any proceeds thereof. A portion of the above described property is or may become fixtures. The record owner of the Land is Debtor.

Attachment Page 1

Lot Sixty-Four (64), according to the survey of STRATFORD PLACE, PHASE I, Final Plat, as recorded in Map Book 11, Page 124 and corrected map recorded in Map Book 12, Page 38 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

(Attachment Page 2)