

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Inst # 2002-15632

04/04/2002-15632
08:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 CH 33.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

A. NAME & TEL # OF CONTACT AT FILER [optional] Lucas B. Gambino / 205/254-1219	
B. SEND ACKNOWLEDGMENT TO: (Name and Mailing Address)	
Lucas B. Gambino Maynard, Cooper & Gale, P.C. 1901 Sixth Avenue North 2400 AmSouth/Harbert Plaza Birmingham, AL 35203-2618	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME SHEFFIELD REALTY I, L.L.C.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1800 Corporate Drive		CITY Birmingham	STATE AL	POSTAL CODE 35242 COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited liability company	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID # (if any) <input checked="" type="checkbox"/> None

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID # (if any) <input type="checkbox"/> None

3. SECURED PARTY'S NAME - (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME AmSouth Bank				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P. O. Box 11007		CITY Birmingham	STATE AL	POSTAL CODE 35288 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All types (or items) of property described in Schedule I attached hereto and made a part hereof.

Some of the property described in Schedule I is now, or may in the future become, affixed to the Land described on Exhibit A attached thereto and made a part hereof. The Debtor is the record owner of said Land. [Fixture Filing]

The initial indebtedness secured by this financing statement is additional security to a mortgage filed simultaneously herewith.

5. ALTERNATIVE DESIGNATION (If applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 [ADDITIONAL FEE] [optional]
8. OPTIONAL FILER REFERENCE DATA To be filed with: Shelby County, Alabama AmSouth Bank/Sheffield Realty I, L.L.C. (#2-1994)	

**SCHEDULE I
TO
UCC FINANCING STATEMENT**

The Property covered by this financing statement includes all of the Company's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Company and whether now existing or hereafter incurred, created, arising or entered into (all of which being hereinafter collectively called the "Collateral"):

I.

Real Property

The real property and interests therein described in Exhibit A attached hereto, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein (the "Real Property").

II.

Buildings

All buildings, structures and other improvements now or hereafter located on the Real Property (the "Buildings").

III.

Personal Property

All personal property, both tangible and intangible (including replacements, substitutions and after-acquired property) at any time owned by the Company and located on or about the Real Property or used or intended to be used in the operation thereof including, without limitation, all fixtures, furniture, equipment and supplies, accounts receivable and all licenses, permits and other governmental approvals.

IV.

Special Funds Under Indenture

Money and investments from time to time on deposit in, or forming a part of, the Special Funds established under the Indenture; provided, however, that money and investments in the Special Funds may be applied as provided in the Indenture.

V.

Condemnation Awards and Insurance Proceeds

All awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Company with respect to property constituting part of the Collateral, as a result of the exercise of the right of eminent domain, and all right, title and interest of the Company in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of such property.

VI.

Leases and Rents

(a) All written or oral leases or subleases or other agreements for the use or occupancy of all or any portion of the Collateral with respect to which the Company is the lessor or sublessor, and any and all extensions and renewals thereof, now or hereafter existing (the "Leases");

(b) Any and all guaranties of performance by lessees or sublessees under the Leases;

(c) The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due or to which the Company may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of such property, or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, liquidated damages upon default, the premium payable by any lessee or sublessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to such property, together with any and all rights and claims of any kind that the Company may have against any such lessee or sublessee under the Leases or against any sub-sublessees or occupants of such property (the "Rents"); and

(d) Any award, dividend or other payment made hereafter to the Company in any court procedure involving any of the lessees or sublessees under the Leases in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments made by lessees or sublessees in lieu of rent, the Company hereby appointing the Bank as its irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

VII.

Other Property

Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Bank as and for additional security hereunder by the Company or by anyone on behalf of, or with the written consent of, the Company.

As used in this Schedule I, capitalized terms are defined as follows:

"Bank" shall mean the secured party described in this financing statement.

"Company" shall mean the debtor described in this financing statement.

"Indenture" shall mean that certain Trust Indenture dated April 1, 2002, between the Company and The Bank of New York Trust Company of Florida, N.A., a national banking association, and its successors and assigns.

"Special Funds" shall mean all funds and accounts established pursuant to the Indenture, including without limitation the Debt Service Fund, the Note Purchase Fund and the Acquisition Fund established pursuant to the Indenture.

EXHIBIT A

(Legal Description)

[see attached]

LEGAL DESCRIPTION

Lot 9-A, according to the Survey of Meadow Brook Corporate Park South, Phase II, a Resurvey of Lot 9, as recorded in Map Book 16 page 127, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

ALSO, a non-exclusive Ingress and egress easement for roadway described as follows:

Being a part of Lot 9, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Office of the Judge of Probate of Shelby County, Alabama and being more particularly described as follows:

Begin at the Southeasternmost corner of Lot 10, Meadow Brook Corporate Park South, Phase II, said point being on the Northeast right of way line Corporate Park Drive and run in a Northeasterly direction along the Southeast line of Lot 10 a distance of 82.46 feet to a point; thence 90 deg. 00 min. to the right in a Southeasterly direction a distance of 42.00 feet to a point, said point being in the Northwest line of Lot 1, Meadow Brook Post Office Site (recorded in Map Book 11 page 73); thence 90 deg. 00 min. to the right in a Southwesterly direction and along the Northwest line of said Lot 1, a distance of 80.00 feet to a point on a curve to the left having a radius of 351.67 feet and a central angle of 6 deg. 51 min. 34 sec., said point being the Southwesternmost point of Lot 1, and also being the northeast right of way line of Corporate Drive; thence 89 deg. 58 min. 55 sec. to the right (angle measured to tangent) along said curve and along said right of way in a Northwesterly direction a distance of 42.10 feet to the point of beginning; being situated in Shelby County, Alabama.

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