

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Guy V. Martin, Jr., Esq.
 Martin, Rawson and Woosley, PC
 #2 Metroplex Drive, Suite 102
 Birmingham, Alabama 35209

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 B02-0139062 FS

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
 Knowlwood, Inc.

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| | | | |

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| | | | |

| | | | | |
|---------------------|------|-------|-------------|---------|
| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| | | | | |

| | | | | |
|--------------------------|-----------------------------------|--------------------------|----------------------------------|---------------------------------|
| 7d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any |
| | | | | <input type="checkbox"/> NONE |

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

All of the equipment, fixtures, contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtor, all additions, replacements, and proceeds thereof and all other property set forth in Schedule A attached hereto located on the real property described in Exhibit A attached hereto.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 Alamerica Bank

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| | | | |

10. OPTIONAL FILER REFERENCE DATA

SCHEDULE A

All interest of Debtor in the personal property of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the real estate described in Exhibit A, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the said real estate and any improvements located thereon, including, without limitation, all accounts, documents, instruments, chattel paper, equipment, general intangibles, inventory, all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the improvements located on said real estate, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, any award of payment or compensation payable on account of any condemnation or other taking for public or private use of the said real estate or any improvements located thereon, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

All leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the said real estate, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the said real estate and improvements thereon arising from the use or enjoyment thereof or from any leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the said leases or applied to one or more of the installments of rent coming due.

All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of any interest of Debtor in the said real estate or improvements located thereon; and

All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.

All property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the real estate described in Exhibit A is located.

All personalty and other property described in the mortgage and security agreement or deed of trust and security agreement or deed to secure debt and security agreement executed by the Debtor in favor of or for the benefit of Secured Party.

EXHIBIT A

A parcel of land being situated in the SE 1/4 of the NE 1/4 of Section 3, Township 24 North, Range 12 East, Shelby County, Alabama, being more particularly described as follows:

From the SW corner of the SE 1/4 of the NE 1/4 of Section 3, Township 24 North, Range 12 East, Shelby County, Alabama, as beginning point, run North along the West 1/4 1/4 line 127.85 feet; thence deflect right 89 deg. 51 min. 02 sec. for 149.73 feet; thence deflect left 89 deg. 50 min. 55 sec. for 499.53 feet to the South right of way line of Alabama Highway No. 25; deflect right along said right of way line 97 deg. 51 min. 14 sec. for 149.89 feet; thence deflect right from said right of way line 82 deg. 06 min. 10 sec. for 540.82 feet; thence deflect right 30 deg. 48 min. 15 sec. for 74.80 feet; thence deflect right 58 deg. 45 min. 29 sec. for 260.36 feet, and back to the beginning point; being situated in Shelby County, Alabama.

LESS AND EXCEPT the following: A strip of land 25 feet of even width across the entire North side of subject lot; being situated in Shelby County, Alabama.