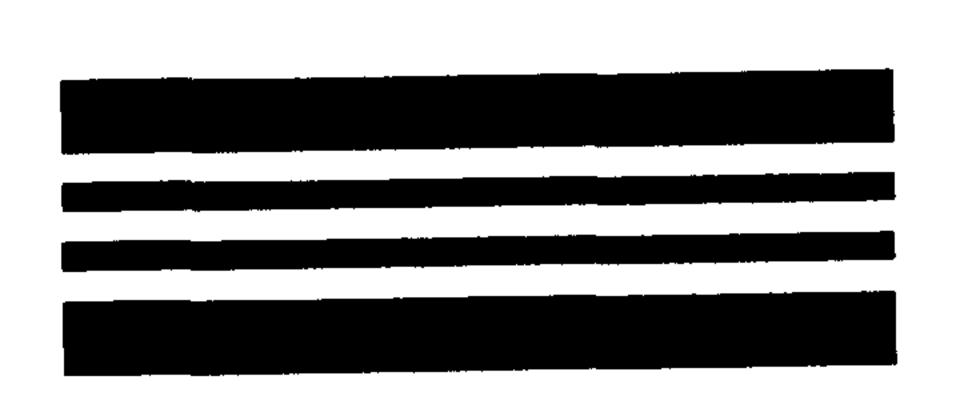
08/27/2002 08:06:00 FILED/CERTIFIED



UCC FINANCING STATEMENT

A. NAME & PHONE OF CO	NTACT AT FILER [optional]				
3. SEND ACKNOWLEDGMI	ENT TO: (Name and Address)				
Guy V. Martin.	Jr., Esa.				
Martin. Rawso:	n and Woosley, P.C.				
	Orive, Suite 102				
Birmingham, A					
•					
<u></u>			DACE IS EOI	S CILING OFFICE HISE	ONLV
			PACE IS FUI	R FILING OFFICE USE	ONE
	LL LEGAL NAME - insert only one debtor name (1a	or 1b) - do not abbreviate or combine names			
1a. ORGANIZATION'S NA					
	Remodeling, Inc.	FIRST NAME	MIDDLE NAME		SUFFIX
16. INDIVIDUAL'S LAST N	IAME	T IN ST IN A IN C	/// = = ==		
		CITY	STATE	POSTAL CODE	COUNTRY
c. MAILING ADDRESS		Birmingham	AL	35242	USA
15 Meadow Drive	TARREST TAR TYPE OF OPCANIZATION	1f. JURISDICTION OF ORGANIZATION	<u> </u>	ANIZATIONAL ID #, if any	
id. TAX ID #: SSN OR EIN	ADD'L INFO RE 1e. TYPE OF ORGANIZATION ORGANIZATION	Alabama		NONE	
· · · · · · · · · · · · · · · · · · ·	DEBTOR Corporation			<u> </u>	NONE
	S'S EXACT FULL LEGAL NAME - insert only one of	debtor name (2a or 2b) - do not abbreviate or com	bine names		<u> </u>
2a. ORGANIZATION'S NA	ME				
OR OLINOUME LACT NAME		FIRST NAME MIDDLE NAME		NAME	SUFFIX
2b. INDIVIDUAL'S LAST I	NAME				
		CITY	STATE	POSTAL CODE	COUNTRY
2c. MAILING ADDRESS					
	TARREST TO TYPE OF OPCANIZATION	2f, JURISDICTION OF ORGANIZATION	2a. ORG	ANIZATIONAL ID #, if any	
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION		j-3.		
	DEBTOR		<u></u>	<u> </u>	NON
	NAME (or NAME of TOTAL ASSIGNEE of ASSIGNO	R S/P) - insert onlyone secured party name (3a or	3b)	<u>. </u>	<u> </u>
3a. ORGANIZATION'S NA					
ALAMERICA BANK		FIRST NAME	MIDDLE NAME		SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME		TIKSTIKKIL			
36. INDIVIDUAL'S LAST	<u></u> .	CITY	STATE	POSTAL CODE	COUNTRY
		10111		25255 5260	TICA
3c. MAILING ADDRESS		Birmingham	IAL	35255-5269	LUSA
3c. MAILING ADDRESS PO Box 55269		Birmingham	AL	35255-5269	USA
3c. MAILING ADDRESS PO Box 55269 4. This FINANCING STATEME	ENT covers the following collateral				<u></u>
3c. MAILING ADDRESS PO Box 55269 4. This FINANCING STATEME All of the equipm	ENT covers the following collateral ent, fixtures, contract rights, general by Debtor, all additions, replacemen	intangibles and tangible personal	property o	f every nature nov	v owned or

5. ALTERNATIVE DESIGNATION [if applicable] LESSEE/LESSOR	CONSIGNEE/CONSIGNOR BAILEE/BAILOR	SELLER/BUYER AC	S. LIEN NON-UCCFILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded)	in the REAL 7. Check to REQUEST SEARCH REPO	ORT(S) on Debtor(s)	ebtors Debtor 1 Debtor 2
ESTATE RECORDS. Attach Addendum	[if applicable] [ADDITIONAL FEE]	[optional] All De	ebtors Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA			

Exhibit "A"

Lot 95, according to the Survey of Cameron Woods, 2nd Addition, as recorded in Map Book 30, page 20, in the Probate Office of Shelby County, Alabama.

SCHEDULE A

All interest of Debtor, whether now owned or hereafter acquired, in the rights, interests and personal property (collectively referred to as 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 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, including (inter alia) all fructus naturales, fructus civiles, and fructus industriales.

Without limiting the foregoing, all fixtures, machinery, equipment, office equipment and machines, inventory, farm products, vehicles and conveyances (including, without limitation, tractors, mowers, sweepers, snow removers, and other similar equipment), construction materials, building supplies, and articles of personal property (whether or not actually located on the real estate); including, but not limited to: heating, ventilating, humidifying and dehumidifying, air conditioning, laundry (including, without limitation, washers and dryers), incinerating, safety, power, plumbing, cleaning, fire prevention and fire extinguishing, and communications supplies, equipment, systems, and apparatus, lamps, chandeliers, and other lighting equipment and fixtures, vacuum cleaning systems, furnaces, boilers, radiators, piping, and coal stokers, plumbing and bathroom fixtures, sprinkler and alarm systems, washtubs, tanks, sinks, gas and electric fixtures, awnings, screens, window shades, storm doors and windows, ducts and compressors, rugs, carpet and other floor coverings, shades and draperies, partitions, elevators, escalators, pumps, motors, engines, conduits, dynamos, refrigerators, stoves, ranges, freezers, incinerators, kitchen equipment and appliances, and all other appliances and fittings, cabinets, shelving and lockers, plants, shrubbery and all landscaping and planting materials, and indoor and outdoor furniture and furnishings; all logos, trademarks, trade names, service marks, good will, and similar property; all books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts, and all other business and financial records and statements of all kinds; all computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware; all televisions, radios, receivers, recorders, cables, lines, apparatus and equipment of all kinds.

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.

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.