

## UCC FINANCING STATEMENT

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 & Woosley, P.C. #2 Metroplex Drive, Suite 102 Birmingham, AL 35209

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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	SOUTH GRANDE VIEW DEVELOPMENT CO., INC.			
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1600 Lake Cyrus Club Drive	Birmingham	AL	35244	USA
R EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		corporation	Alabama	<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	Alamerica Bank			
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
Post Office Box 55269	Birmingham	Al	35255-5269	USA

4. This FINANCING STATEMENT covers the following collateral:

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.

This filing statement is being recorded as additional security for mortgage filed in 20030204000065990

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

EXHIBIT "A"

PARCEL I:

GRANDE VIEW ESTATES 6TH SECTOR:

Commence at the Northeast corner of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 21, Township 21 South, Range 3 West, Shelby County, Alabama, and run South  $01^{\circ}04'23''$  along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for 100.03 feet to a point on the centerline of Shelby County Highway No. 12 right of way; thence run South  $66^{\circ}34'59''$  West along the centerline of said highway for 959.15 feet to the point of beginning of a curve to the left, said curve having a radius of 1,909.87 feet; thence run along said curve and said highway centerline a chord bearing of South  $63^{\circ}38'42''$  West for 195.88 feet; thence run North  $31^{\circ}49'40''$  West for 40.14 feet to the point of beginning of the tract of land herein described; thence continue along the last described course for 167.44 feet; thence run South  $58^{\circ}10'20''$  West for 60.48 feet; thence run North  $31^{\circ}49'40''$  West for 210.50 feet; thence run South  $64^{\circ}01'10''$  West for 70.50 feet; thence run South  $63^{\circ}44'16''$  West for 28.00 feet; thence run South  $50^{\circ}44'16''$  West for 209.00 feet; thence run North  $78^{\circ}00'28''$  West for 39.38 feet; thence run North  $64^{\circ}44'06''$  West for 559.74 feet; thence run South  $29^{\circ}09'02''$  West for 400.00 feet; thence run South  $38^{\circ}10'25''$  West for 490.00 feet; thence run South  $03^{\circ}07'42''$  West for 90.00 feet; thence run South  $89^{\circ}49'24''$  East for 195.50 feet; thence run South  $01^{\circ}07'13''$  East for 232.43 feet to a point on the North right of way line of Shelby County Highway No. 12; thence run North  $89^{\circ}23'26''$  East along said right of way line for 170.75 feet to the point of beginning of a curve to the left, said curve having a radius of 936.96 feet; thence run along said curve and said right of way line a chord bearing of North  $67^{\circ}28'37''$  East for 716.70 feet to the point of a tangent to said curve; thence run North  $45^{\circ}33'49''$  East along said tangent for 170.66 feet to the point of beginning of a curve to the right, said curve having a radius of 1,949.87 feet; thence run along said curve and said right of way line a chord bearing of North  $53^{\circ}06'39''$  East for 513.70 feet to the point of beginning.

PARCEL II:

GRAND VIEW ESTATES 8TH SECTOR:

Commence at the Northeast corner of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 21, Township 21 South, Range 3 West, Shelby County, Alabama, and run South  $01^{\circ}04'23''$  along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for 100.03 feet to a point on the centerline of Shelby County Highway No. 12 right of way; thence run South  $66^{\circ}34'59''$  West along the centerline of said highway for 959.15 feet to the point of beginning of a curve to the left, said curve having a radius of 1,909.87 feet; thence run along said curve and said highway centerline a chord bearing of South  $63^{\circ}38'42''$  West for 195.88 feet; thence run North  $31^{\circ}49'40''$  West for 207.57 feet; thence run South  $58^{\circ}10'20''$  West for 60.48 feet; thence run North  $31^{\circ}49'40''$  West for 210.50 feet; thence run South  $64^{\circ}01'10''$  West for 70.50 feet to the point of beginning of the tract of land herein described; thence run South  $63^{\circ}44'16''$  West for 28.00 feet; thence run South  $50^{\circ}44'16''$  West for 209.00 feet; thence run North  $78^{\circ}00'28''$  West for 39.38 feet; thence run North  $64^{\circ}44'06''$  West for 559.74 feet; thence run North  $07^{\circ}34'32''$  East for 300.00 feet; thence run North  $00^{\circ}14'28''$  West for 340.00 feet; thence run North  $04^{\circ}49'35''$  East for 124.94 feet; thence run North  $35^{\circ}15'10''$  East for 210.00 feet; thence run North  $39^{\circ}06'39''$  East for 125.55 feet to a point on the Westerly right of way line of Grande View Parkway, said point being on a curve to the left having a radius of 480.00 feet; thence run along said curve and said right of way line a chord bearing of South  $51^{\circ}26'39''$  East for 9.30 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a radius of 1,220.00 feet; thence run along said curve a chord bearing of South  $45^{\circ}34'02''$  East for 273.92 feet to the end of said curve and the point of beginning of a curve to the right having a radius of 520.00 feet; thence run along said curve a chord bearing of South  $32^{\circ}56'55''$  East for 112.29 feet to the point of a tangent to said curve; thence run South  $26^{\circ}45'44''$  East along said tangent and said road right of way for 420.0 feet to the Northeast corner of Lot 35, according to the survey of Grand View Estates, Givianpour Addition to Alabaster, 3rd Addition, as recorded in Map Book 20, page 111, in the Probate Office of Shelby County, Alabama; thence run South  $81^{\circ}14'16''$  West along the North line of said Lot 35 for 109.00 feet; thence run South  $02^{\circ}27'36''$  East along the West line of said subdivision for 124.74 feet to the Northwest corner of Lot 37, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, as recorded in Map Book 19, page 100, in the Probate Office of Shelby County, Alabama; thence run South  $26^{\circ}45'44''$  East along said subdivision line for 263.00 feet; thence run South  $08^{\circ}45'44''$  East for 92.00 feet to the point of beginning.



## 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.