

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Karren Underwood 205-250-8400
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Najjar Denaburg, P.C. 2125 Morris Avenue Birmingham, AL 35203

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 Mobley Development, Inc.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2101 4th Avenue South, Suite 200			CITY Birmingham	STATE AL	POSTAL CODE 35233	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	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 Bank of Alabama						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 2340 Woodcrest Place			CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

The property described on Schedule "I" attached hereto and incorporated herein by this reference.

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

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Mobley Development, Inc.

Secured Party/Mortgagee: Bank of Alabama

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The following (hereinafter "Mortgaged Property"):

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- d) Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.
- e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases,

subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

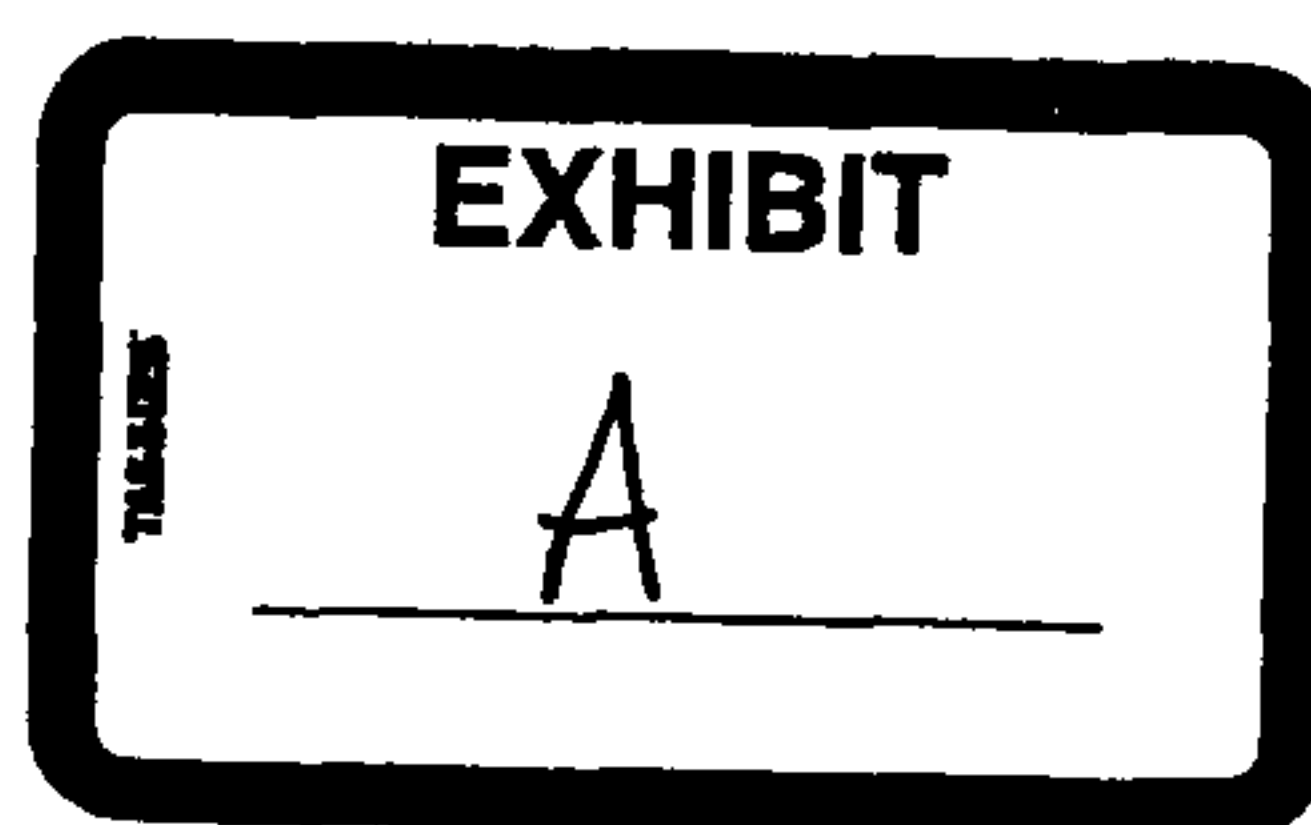
f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

g) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged 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, and liquidated damages following default, the premium payable by any lessee 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 the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

h) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.



LEGAL DESCRIPTION

Parcel I

A 60' Parcel of land lying 30.00' either side and parallel to the following described centerline:

Commence at the Southeasterly most corner of Lot 2867 of Weatherly Highlands – The Cove – Sector 28 – Phase 1, as recorded in Map Book 27, Page 99; thence South 18 degrees 10 minutes 54 seconds East, a distance of 80.00 feet to the POINT OF BEGINNING; thence North 69 degrees 40 minutes 44 seconds East, a distance of 36.34 feet to a point of curve to the left having a radius of 500.00 feet and a central angle of 06 degrees 24 minutes 21 seconds; thence Northeasterly along the arc a distance of 55.90 feet; thence North 63 degrees 16 minutes 22 seconds East, a distance of 339.09 feet to a point of curve to the left having a radius of 500.00 feet and a central angle of 29 degrees 02 minutes 28 seconds; thence Northeasterly along the arc a distance of 253.43 feet; thence North 34 degrees 13 minutes 54 seconds East, a distance of 109.33 feet to a point of curve to the right having a radius of 250.00 feet and a central angle of 53 degrees 09 minutes 47 seconds; thence Northeasterly along the arc a distance of 231.97 feet; thence North 87 degrees 23 minutes 41 seconds East, a distance of 114.07 feet to a point of curve to the left having a radius of 500.00 feet and a central angle of 05 degrees 40 minutes 08 seconds; thence Easterly along the arc a distance of 49.47 feet; thence North 81 degrees 43 minutes 33 seconds East, a distance of 134.09 feet to a point of curve to the right having a radius of 500.00 feet and a central angle of 10 degrees 07 minutes 17 seconds; thence Easterly along the arc a distance of 88.33 feet; thence South 88 degrees 09 minutes 10 seconds East, a distance of 328.73 feet to a point of curve to the left having a radius of 550.00 feet and a central angle of 57 degrees 23 minutes 04 seconds; thence Northeasterly along the arc a distance of 550.85 feet; thence North 34 degrees 27 minutes 46 seconds East, a distance of 76.62 feet to a point of curve to the left having a radius of 800.00 feet and a central angle of 33 degrees 09 minutes 26 seconds; thence Northerly along the arc a distance of 347.22 feet; thence North 01 degrees 18 minutes 20 seconds East, a distance of 79.43 feet to a point of curve to the right having a radius of 250.00 feet and a central angle of 19 degrees 44 minutes 27 seconds; thence Northerly along the arc a distance of 86.14 feet; thence North 21 degrees 02 minutes 47 seconds East, a distance of 62.44 feet to a point of curve to the right having a radius of 250.00 feet and a central angle of 59 degrees 23 minutes 25 seconds; thence Northeasterly along the arc a distance of 259.14 feet; thence North 80 degrees 26 minutes 11 seconds East, a distance of 160.00 feet to a

point of curve to the left having a radius of 500.00 feet and a central angle of 15 degrees 17 minutes 49 seconds; thence Easterly along the arc a distance of 133.49 feet; thence North 65 degrees 08 minutes 23 seconds East, a distance of 212.38 feet to a point of curve to the right having a radius of 400.00 feet and a central angle of 35 degrees 41 minutes 53 seconds; thence Easterly along the arc a distance of 249.22 feet; thence South 79 degrees 09 minutes 44 seconds East, a distance of 179.87 feet to a point of curve to the left having a radius of 500.00 feet and a central angle of 11 degrees 22 minutes 04 seconds; thence Easterly along the arc a distance of 99.20 feet; thence North 89 degrees 28 minutes 12 seconds East, a distance of 44.04 feet to a point of curve to the left having a radius of 700.00 feet and a central angle of 61 degrees 05 minutes 22 seconds; thence Northeasterly along the arc a distance of 400.12 feet to the POINT OF TERMINATION.

Parcel II

Commence at the Southwest corner of Section 28, Township 20 South, Range 2 West, Shelby County, Alabama; thence North 00 degrees 01 minutes 07 seconds East, a distance of 84.42 feet to the POINT OF BEGINNING; thence South 53 degrees 12 minutes 42 seconds West, a distance of 228.94 feet; thence North 33 degrees 16 minutes 49 seconds West, a distance of 273.07 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 33 degrees 16 minutes 49 seconds West, a radial distance of 670.00 feet; thence Northeasterly along the arc, through a central angle of 05 degrees 26 minutes 27 seconds, a distance of 63.62 feet; thence North 38 degrees 43 minutes 16 seconds West, a distance of 220.00 feet; thence North 46 degrees 47 minutes 53 seconds East, a distance of 70.31 feet; thence North 37 degrees 50 minutes 11 seconds East, a distance of 70.31 feet; thence North 29 degrees 53 minutes 37 seconds East, a distance of 91.48 feet; thence North 32 degrees 15 minutes 02 seconds East, a distance of 308.84 feet; thence North 35 degrees 12 minutes 06 seconds East, a distance of 587.98 feet; thence South 60 degrees 02 minutes 49 seconds East, a distance of 250.00 feet; thence North 30 degrees 09 minutes 04 seconds East, a distance of 144.10 feet; thence South 59 degrees 50 minutes 56 seconds East, a distance of 175.07 feet; thence South 30 degrees 09 minutes 04 seconds West, a distance of 144.19 feet; thence South 59 degrees 50 minutes 56 seconds East, a distance of 76.38 feet; thence South 33 degrees 58 minutes 36 seconds West, a distance of 868.26 feet; thence South 32 degrees 49 minutes 51 seconds West, a distance of 285.47 feet; thence South 53 degrees 12 minutes 42 seconds West, a distance of 22.95 feet to the POINT OF BEGINNING.

Parcel III

Commence at the Southwest corner of Section 28, Township 20 South, Range 2 West, Shelby County, Alabama; thence North 00 degrees 01 minutes 07 seconds East, a distance of 84.42 feet; thence North 53 degrees 12 minutes 42 seconds East, a distance of 22.95 feet; thence North 32 degrees 49 minutes 51 seconds East, a distance of 285.47 feet; thence North 33 degrees 58 minutes 36 seconds East, a distance of 868.26 feet; thence North 59 degrees 50 minutes 56 seconds West, a distance of 76.38 feet; thence North 30 degrees 09 minutes 04 seconds East, a distance of 144.19 feet to the POINT OF BEGINNING; thence North 59 degrees 50 minutes 56 seconds West, a distance of 175.07 feet; thence North 30 degrees 09 minutes 04 seconds East, a distance of 144.19 feet; thence North 59 degrees 50 minutes 56 seconds West, a distance of 125.00 feet; thence North 30 degrees 09 minutes 04 seconds East, a distance of 180.09 feet; thence North 33 degrees 20 minutes 52 seconds East, a distance of 68.19 feet; thence North 39 degrees 38 minutes 02 seconds East, a distance of 68.89 feet; thence North 42 degrees 45 minutes 08 seconds East, a distance of 121.38 feet; thence North 41 degrees 07 minutes 10 seconds East, a distance of 55.14 feet; thence North 35 degrees 50 minutes 26 seconds East, a distance of 53.67 feet; thence North 30 degrees 29 minutes 26 seconds East, a distance of 53.67 feet; thence North 25 degrees 08 minutes 31 seconds East, a distance of 53.65 feet; thence North 21 degrees 35 minutes 26 seconds East, a distance of 61.68 feet; thence North 29 degrees 12 minutes 04 seconds East, a distance of 75.32 feet; thence North 37 degrees 52 minutes 13 seconds East, a distance of 64.71 feet; thence North 38 degrees 30 minutes 12 seconds East, a distance of 160.06 feet; thence South 51 degrees 29 minutes 48 seconds East, a distance of 100.00 feet; thence North 38 degrees 30 minutes 12 seconds East, a distance of 11.34 feet; thence South 51 degrees 29 minutes 48 seconds East, a distance of 150.00 feet; thence South 38 degrees 30 minutes 12 seconds West, a distance of 180.06 feet; thence South 38 degrees 18 minutes 27 seconds West, a distance of 60.07 feet; thence South 26 degrees 51 minutes 45 seconds West, a distance of 37.71 feet; thence South 21 degrees 55 minutes 44 seconds West, a distance of 63.75 feet; thence South 26 degrees 03 minutes 11 seconds West, a distance of 66.35 feet; thence South 30 degrees 39 minutes 32 seconds West, a distance of 66.25 feet; thence South 35 degrees 15 minutes 27 seconds West, a distance of 66.14 feet; thence South 39 degrees 50 minutes 55 seconds West, a distance of 66.04 feet; thence South 42 degrees 42 minutes 30 seconds West, a distance of 60.80 feet; thence South 42 degrees 45 minutes 08 seconds West, a distance of 60.00 feet; thence South 41 degrees 21 minutes 27 seconds West, a distance of 53.74 feet; thence South 34 degrees 08 minutes 34 seconds West, a distance of 50.00 feet; thence South 30 degrees 09

minutes 06 seconds West, a distance of 180.44 feet; thence South 59 degrees 50 minutes 56 seconds East, a distance of 50.07 feet; thence South 30 degrees 09 minutes 04 seconds West, a distance of 144.19 feet to the POINT OF BEGINNING.

Parcel IV

Commence at the Southwest corner of Section 28, Township 20 South, Range 2 West, Shelby County, Alabama; thence North 00 degrees 01 minutes 07 seconds East, a distance of 84.42 feet; thence North 53 degrees 12 minutes 42 seconds East, a distance of 22.95 feet; thence North 32 degrees 49 minutes 51 seconds East, a distance of 285.47 feet; thence North 33 degrees 58 minutes 36 seconds East, a distance of 868.26 feet; thence North 59 degrees 50 minutes 56 seconds West, a distance of 76.38 feet; thence North 30 degrees 09 minutes 04 seconds East, a distance of 144.19 feet; thence North 59 degrees 50 minutes 56 seconds West, a distance of 175.07 feet to the POINT OF BEGINNING; thence South 30 degrees 09 minutes 04 seconds West, a distance of 144.10 feet; thence North 60 degrees 02 minutes 49 seconds West, a distance of 250.00 feet; thence North 24 degrees 53 minutes 04 seconds West, a distance of 153.92 feet; thence North 04 degrees 51 minutes 27 seconds West, a distance of 148.62 feet; thence North 14 degrees 48 minutes 54 seconds East, a distance of 146.62 feet; thence North 30 degrees 27 minutes 03 seconds East, a distance of 121.05 feet; thence North 32 degrees 22 minutes 34 seconds East, a distance of 102.50 feet; thence North 32 degrees 51 minutes 08 seconds East, a distance of 102.50 feet; thence North 32 degrees 32 minutes 00 seconds East, a distance of 101.98 feet; thence North 32 degrees 19 minutes 29 seconds East, a distance of 100.00 feet; thence North 28 degrees 24 minutes 14 seconds East, a distance of 78.07 feet; thence North 20 degrees 46 minutes 44 seconds East, a distance of 83.42; thence North 23 degrees 02 minutes 37 seconds East, a distance of 111.74 feet; thence North 26 degrees 01 minutes 39 seconds East, a distance of 111.74 feet; thence North 33 degrees 00 minutes 41 seconds East, a distance of 111.74 feet; thence North 37 degrees 59 minutes 42 seconds East, a distance of 111.74 feet; thence North 42 degrees 58 minutes 44 seconds East, a distance of 111.74 feet; thence North 47 degrees 10 minutes 30 seconds East, a distance of 105.27 feet; thence North 47 degrees 39 minutes 46 seconds East, a distance of 100.00 feet; thence North 45 degrees 19 minutes 06 seconds East, a distance of 90.82 feet; thence North 42 degrees 10 minutes 13 seconds East, a distance of 85.71 feet; thence South 52 degrees 11 minutes 32 seconds East, a distance of 210.00 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 52 degrees 11 minutes 32 seconds West, a radial distance of 1,025.00 feet; thence Southwesterly along the arc, through a central angle of 02 degrees 04 minutes 31 seconds, a distance of 37.13 feet;

thence South 50 degrees 07 minutes 00 seconds East, a distance of 160.00 feet;
thence South 42 degrees 36 minutes 45 seconds West, a distance of 112.86 feet;
thence South 47 degrees 09 minutes 35 seconds West, a distance of 105.57 feet;
thence South 47 degrees 42 minutes 28 seconds West, a distance of 100.00 feet;
thence South 46 degrees 34 minutes 28 seconds West, a distance of 92.11 feet;
thence South 41 degrees 21 minutes 43 seconds West, a distance of 87.14 feet;
thence South 35 degrees 54 minutes 12 seconds West, a distance of 87.14 feet;
thence South 30 degrees 26 minutes 40 seconds West, a distance of 87.14 feet;
thence South 24 degrees 59 minutes 08 seconds West, a distance of 87.14 feet;
thence South 19 degrees 41 minutes 16 seconds West, a distance of 93.62 feet;
thence South 24 degrees 01 minutes 47 seconds West, a distance of 124.70 feet;
thence South 33 degrees 01 minutes 21 seconds West, a distance of 108.10 feet;
thence South 32 degrees 32 minutes 00 seconds West, a distance of 100.00 feet;
thence South 40 degrees 47 minutes 06 seconds West, a distance of 101.05 feet;
thence South 34 degrees 18 minutes 29 seconds West, a distance of 100.05 feet;
thence South 30 degrees 04 minutes 08 seconds West, a distance of 227.58 feet;
thence South 59 degrees 50 minutes 56 seconds East, a distance of 20.00 feet;
thence continue Southeasterly along said line, a distance of 125.00 feet; thence
South 30 degrees 09 minutes 04 seconds West, a distance of 144.19 feet to the
POINT OF BEGINNING.