

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] 205-822-3433
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  James F. Burford, III  Attorney at Law 1318 Alford Avenue, Ste. 101 Birmingham, AL 35226

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME Two Riverchase, LLC				
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 2343 Pelham Parkway		CITY Pelham	STATE AL	POSTAL CODE 35124 COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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 <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Union State Bank				
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS 3449 Lorna Road		CITY Birmingham	STATE AL	POSTAL CODE 35216 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I & II attached hereto and incorporated by reference herein.

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**

This Financing Statement covers the following types (or items) of property:

1. all rents, profits, issues, and revenues of the real estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate") from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;
2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses, including court costs and attorney's fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

Some of the above-described property is now, or may become, affixed to the Real Estate. The Mortgagor is now record owner of said Real Estate.

**"Mortgagor"** as used in this Schedule means the debtor(s) described in this Financing Statement.

**SCHEDULE II  
TO  
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibit A attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Borrower is the lessor or sublessor, including the existing leases, if any, described on Exhibit B attached hereto and made a part hereof (the "Existing Leases"), 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 Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Borrower of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) 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 Borrower may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Borrower for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including 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 Land or the Improvements, together with any and all rights and claims that the Borrower may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and

(d) any award, dividend or other payment made hereafter to the Borrower 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.

As used in this Schedule II, **Borrower** means the debtor(s) described in this financing statement.



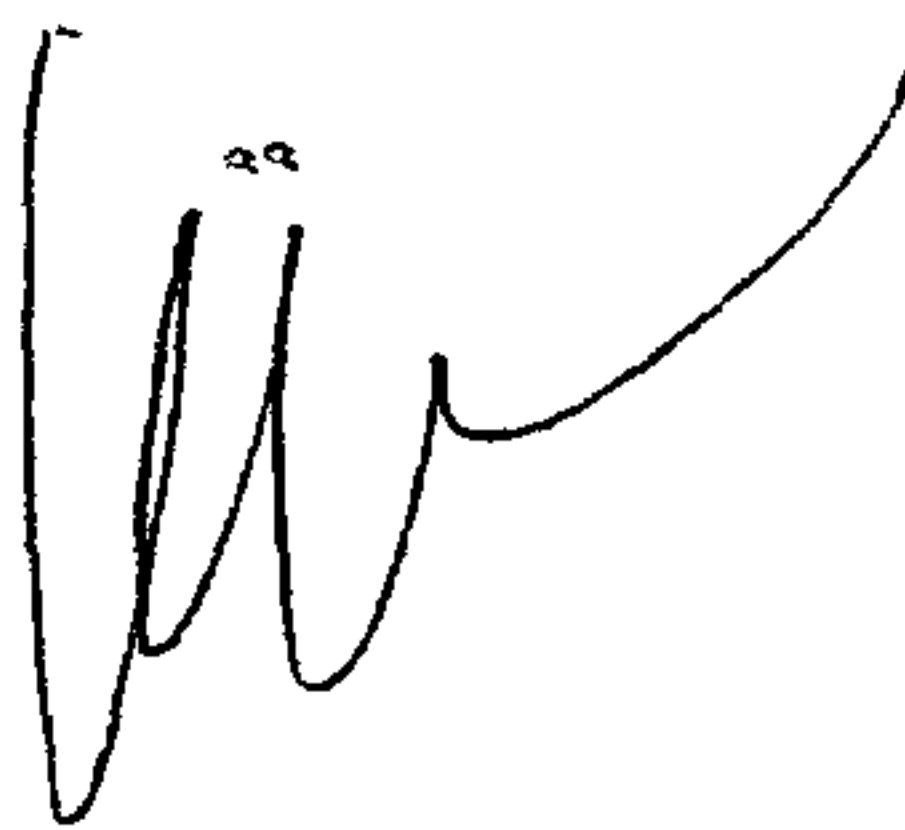
EXHIBIT "A"

All that certain lot, piece or parcel of land with buildings and improvements thereon, situated, lying and being in the West  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 19, Township 19 South, Range 2 West, County of Shelby and State of Alabama, bounded and described as follows:

Commence at the Southwest corner of Section 19, thence north along west line of said Section 1,469.50 feet; thence  $90^{\circ}00'00''$  right 668.74 feet to the point of beginning, said point also being on the 422.00 foot contour line (M.S.L. Datum) of a lake; thence  $68^{\circ}13'06''$  right 64.19 feet; thence  $82^{\circ}01'19''$  left 30.00 feet; thence  $90^{\circ}00'00''$  right 18.00 feet; thence  $90^{\circ}00'00''$  left 14.00 feet; thence  $90^{\circ}00'00''$  right 65.00 feet; thence  $90^{\circ}00'00''$  right 14.00 feet; thence  $90^{\circ}00'00''$  left 20.00 feet; thence  $93^{\circ}19'21''$  right 15.00 feet; thence  $87^{\circ}58'03''$  left 48.34 feet; thence  $22^{\circ}53'36''$  right 184.83 feet; thence  $69^{\circ}20'00''$  right 13.00 feet; thence  $49^{\circ}14'51''$  left 59.40 feet; thence  $40^{\circ}45'09''$  left 20.00 feet; thence  $90^{\circ}00'00''$  right 186.22 feet to the 422.00 foot contour line (M.S.L. Datum) of a lake; thence along contour line 667 feet more or less said contour line being more particularly described by the following traverse line; thence from last stated course  $88^{\circ}26'39''$  right 70.15 feet; thence  $08^{\circ}38'28''$  right 81.95 feet; thence  $117^{\circ}48'59''$  left 52.42 feet; thence  $110^{\circ}16'51''$  right 62.37 feet; thence  $23^{\circ}22'36''$  right 68.36 feet; thence  $39^{\circ}46'14''$  right 59.05 feet; thence right 59.05 feet; thence  $05^{\circ}18'48''$  left 143.40 feet; thence  $08^{\circ}27'41''$  left 128.93 feet to the point of beginning.

Situated in Shelby County, Alabama.

SIGNED FOR IDENTIFICATION THIS THE 11 DAY OF SEPTEMBER 2003 AND  
ATTACHED TO MORTGAGE WITH EVEN DATE TO UNION STATE BANK IN THE AMOUNT  
OF \$1,041,687.00.



# EXHIBIT B II PURCHASE CAC

20030916000621720 Pg 5/5 34.00  
Shelby Cnty Judge of Probate, AL  
09/16/2003 10:41:00 FILED/CERTIFIED

Rent Roll					
Tenant	Sq Ft	Lease Exp	Suite	Rent Mo	Rent Yr
<u>McDaniel</u>	900	6/30/06	100	1012.50 x 12	12150
<u>OK ENV</u>	1057	4/31/04	103	1277.33 x 12	15326.40
<u>Alt Elicity</u>	1870	8/31/05	105	1812.50 x 12	21750
<u>Nyers</u>	624	9/31/03	108	754 x 12	9048
<u>ES PN</u>	780	4/1/05	110	942.50 x 12	11310
<u>Carroll Paj</u>	2135	5/31/04	115	2642.52 x 12	31710.24
<u>ADAC</u>	1740	6/30/04	122	2120.37 x 12	<del>25444.44</del> 25444.44
<u>Man Soft</u>	716	7/31/05	126	865.17 x 12	10382
<u>Leland</u>	1600	10/31/08	204	1933.33	23200
<u>Riverline</u>	2445	11/30/06	205	3014.79	36177.50
<u>LaFarge</u>	2739	9/14/08	206	3309.63	39715.50
<u>Vacant</u>	975	—	200	—	—
<u>Vacant</u>	2150	—	210	—	—
<u>Usable</u>	14781				
<u>Common</u>	1219				
<u>GROSS</u>	21000				
					236214.08
<u>Vacant</u>					45312.00