

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & TEL # OF CONTACT AT FILER [optional] Lucas B. Gambino / 205/254-1219	
B. SEND ACKNOWLEDGMENT TO: (Name and Mailing Address)	
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Lucas B. Gambino Maynard, Cooper & Gale, P.C. 1901 Sixth Avenue North 2400 AmSouth/Harbert Plaza Birmingham, AL 35203-2618	
L	J

20031009000679760 Pg 1/6 36.00
Shelby Cnty Judge of Probate, AL
10/09/2003 11:36:00 FILED/CERTIFIED

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					
OR	1a. ORGANIZATION'S NAME AMERICAN INVESTMENTS, L.L.C.				
	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 260 Commerce Parkway			CITY Pelham	STATE AL	POSTAL CODE 35124
1d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited liability company	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 <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names					
OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
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)					
OR	3a. ORGANIZATION'S NAME AmSouth Bank				
	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P. O. Box 11007			CITY Birmingham	STATE AL	POSTAL CODE 35288

4. This FINANCING STATEMENT covers the following collateral:

All types (or items) of property described in Schedule I and Schedule II attached hereto and made a part hereof.

Some of the property described in Schedule I is now, or may in the future become, affixed to the Land described on Exhibit A attached thereto and made a part hereof. The Debtor is the record owner of said Land. [Fixture Filing]

The initial indebtedness secured by this financing statement is additional security to a mortgage filed simultaneously herewith.

5. ALTERNATIVE DESIGNATION (If applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 [ADDITIONAL FEE] [optional]
8. OPTIONAL FILER REFERENCE DATA To be filed with: Shelby County, Alabama AmSouth Bank/American Investments, L.L.C. (#2-2157)	

**SCHEDULE I
TO
FINANCING STATEMENT**

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

(a) **Land.** The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together

with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) Litigation Awards. All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) General Intangibles and Agreements. (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) Supplemental Documents. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) Proceeds. All proceeds of any of the foregoing.

As used in this Schedule I, "Borrower" 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:

1. 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, 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, 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";
2. any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
3. 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
4. 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 I, **Borrower** means the debtor(s) described in this financing statement.

EXHIBIT A

Being situated in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West and in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, and run North along the West line of same 245.81 feet to a point on the Northeasterly line of herein described tract; thence a deflection angle right of $136^{\circ}40'00''$ and run in a Southeasterly direction 90.74 feet to the point of beginning of herein described tract; thence an interior angle of $223^{\circ}21'11''$ and run to the left in a Southeasterly direction, a distance of 115.64 feet to a point on the 496 contour and water line of Lake Heather; thence the following meanderings of said 496 contour of Lake Heather; thence an interior angle of $100^{\circ}01'33''$ and run to the right in a Southeasterly direction, a distance of 58.01 feet; thence an interior angle of $217^{\circ}26'17''$ and run to the left in a Southeasterly direction, a distance of 73.65 feet; thence an interior angle of $169^{\circ}24'08''$ and run to the right in a Southeasterly direction, a distance of 86.17 feet; thence an interior angle of $187^{\circ}52'34''$ and run to the left in a Southeasterly direction, a distance of 52.93 feet; thence an interior angle of $140^{\circ}52'07''$ and run to the right in a Southeasterly direction, a distance of 13.47 feet; thence an interior angle of $137^{\circ}45'10''$ and run to the right in a southwesterly direction, a distance of 40.06 feet; thence an interior angle of $160^{\circ}58'50''$ and run to the right in a Southwesterly direction, a distance of 78.87 feet; thence an interior angle of $183^{\circ}03'35''$ and run to the left in a Southwesterly direction, a distance of 76.46 feet; thence an interior angle of $182^{\circ}11'25''$ and run to the left in a Southwesterly direction, a distance of 63.51 feet; thence an interior angle of $159^{\circ}30'32''$ and run to the right in a Southwesterly direction, a distance of 17.72 feet; thence an interior angle of $140^{\circ}49'18''$ and run to the right in a Northwesterly direction, a distance of 20.38 feet; thence an interior angle of $133^{\circ}25'59''$ and run to the right in a Northwesterly direction, a distance of 36.39 feet; thence an interior angle of $201^{\circ}47'22''$ and run to the left in a Northwesterly direction, a distance of 24.60 feet; thence an interior angle of $270^{\circ}28'02''$ and run to the left in a Southwesterly direction, a distance of 43.95 feet; thence an interior angle of $147^{\circ}21'47''$ and run to the right in a Southwesterly direction, a distance of 43.07 feet; thence an interior angle of $160^{\circ}21'49''$ and run to the right in a Northwesterly direction 39.13 feet; thence an interior angle of $227^{\circ}04'39''$ and run to the left in a Southwesterly direction, a distance of 12.65 feet; thence an interior angle of $260^{\circ}56'25''$ and run to the left in a Southeasterly direction, a distance of 61.31 feet; thence an interior angle of $159^{\circ}07'55''$ and run to the right in a Southeasterly direction, a distance of 39.52 feet; thence an interior angle of $158^{\circ}00'32''$ and run to the right in a Southwesterly direction, a distance of 28.74 feet; thence an interior angle of $124^{\circ}06'33''$ and run to the right in a Southwesterly direction, a distance of 23.58 feet; thence an interior angle of $153^{\circ}02'41''$ and run to the right in a Northwesterly direction, a distance of 31.66 feet; thence an interior angle of $160^{\circ}26'05''$ and run to the right in a Northwesterly direction, a distance of 63.80 feet; thence an interior angle of $142^{\circ}49'05''$ and run to the right in a Northwesterly direction and leaving

said 496 contour of Lake Heather 108.61 feet; thence an interior angle of 197°44'-26" and run to the left in a Northwesterly direction, a distance of 253.90 feet; thence an interior angle of 142°43'-32" and run to the right in a Northwesterly direction, a distance of 98.30 feet to a point on a curve to the right, said curve being on the Southeasterly right of way of Inverness Center Parkway, said curve having a radius of 505.62 feet and a central angle of 02°34'-31" ; thence an interior angle of 133°09'-50" to the tangent of said point on curve and run in a Northeasterly direction along said right of way and arc of said curve 22.73 feet to a point of reverse curve to the left, said curve having a radius of 1245.75 feet and a central angle of 15°44'-48"; thence continue in a Northeasterly direction along said right of way and the arc of said curve 342.37 feet to a point of reverse curve of a curve to the right, said curve having a radius of 25.00 feet and a central angle of 100°41'-45"; thence continue in a Northeasterly to Southeasterly direction leaving said right of way and run along the arc of said curve 43.94 feet to the point of tangent; thence run along said tangent in a Southeasterly direction 236.76 feet to the point of beginning.

Situated in Shelby County, Alabama.

The above described property is also known as Inverness Site -- 6, according to the map of Inverness Sites 6 & 7, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 26, Page 147.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

Being situated in the Northwest ¼ of the Southwest ¼ of Section 36, Township 18 South, Range 2 West and the Northeast ¼ of the Southeast ¼ of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest ¼ of the Southwest ¼ of Section 36, Township 18 South, Range 2 West and run North along the West line of same 245.81 feet to a point on the Northwesterly line of herein described Ingress - Egress Easement and the Point of Beginning of same; thence a deflection angle left of 43°20'00" and run to left in a Northwesterly direction 146.02 feet to the point of curve of a curve to the left, said curve having a radius of 25.00 feet and a central angle of 100°41'45"; thence run in a Northwesterly to Southwesterly direction along said arc 43.94 feet to an intersection with

a curve to the right on the Southeasterly Right Of Way of Inverness Center Parkway, said curve having a radius of 1245.75 feet and a central angle of 1°21'45"; thence an interior angle of 0°00'00" from tangent to tangent of said curves and run to the right in a Northeasterly direction along said Right Of Way and the arc of said curve 29.62 feet to the point of tangent; thence continue in a Northeasterly direction along said Right of Way 31.29 feet; thence an interior angle of 77°56'30" and run to the right in a Southeasterly direction 305.48 feet; thence an interior angle of 43°21'11" and run to the right in a Northwesterly direction 43.70 feet; thence an interior angle of 136°38'49" and run to the right in a Northwesterly direction 90.74 feet to Point of Beginning.