

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 ASKJ, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 5196 Lake Crest Circle			CITY Hoover	STATE AL	POSTAL CODE 35226	COUNTRY USA
1d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	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 AmSouth Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1900 5th Avenue North, 15th Floor			CITY Birmingham	STATE AL	POSTAL CODE 35203	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

The property described on Schedule "I" attached hereto and made a part hereof as if set out fully herein.

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 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]		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA							

SCHEDULE "I"
TO
FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: ASKJ, LLC

Secured Party/Mortgagee: AmSouth Bank

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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.

EXHIBIT "A"

Legal Description of Property

20040406000177760 Pg 4/4 32.00
 Shelby Cnty Judge of Probate, AL
 04/06/2004 11:37:00 FILED/CERTIFIED

Part of the W ½ of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Beginning at an existing iron rebar being the locally accepted SW corner of Lot 559, Lake Forest Fifth Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 30, Page 25, run in a northerly direction along the west line of said Lot 559 for a distance of 124.87 feet to an existing iron rebar being the locally accepted northwest corner of said Lot 559; thence turn an angle to the left of 90° 13' 12" and run in a westerly direction along the south lines of Lots 128 and 129, Corsentino's Addition to Eaglewood Estates 4th Sector 1st Phase, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 17, for a distance of 172.80 feet to an existing iron pin; thence turn an angle to the right of 0° 3' 36" and run in a westerly direction along the south lines of Lot 130, 131, 132, 133, 134 and 135, of said Corsentino's Addition to Eaglewood Estates 4th Sector 1st Phase for a distance of 578.60 feet to an existing iron pin being the locally accepted southwest corner of said Lot 135; thence turn an angle to the left of 90° 02' 15" and run in a southerly direction for a distance of 1561.23 feet to an existing iron pin; thence turn an angle to the right of 106° 01' 49" and run in a northwesterly direction for a distance of 212.71 feet; thence turn an angle to the left of 81° 40' 18" and run in a southwesterly direction for a distance of 20.0 feet; thence turn an angle to the left of 92° 26' 09" and run in a southeasterly direction for a distance of 55.56 feet; thence turn an angle to the right of 49° 28' 18" and run in a southeasterly direction for a distance of 146.11 feet; thence turn an angle to the right of 42° 27' 51" and run in a southwesterly direction for a distance of 82.0 feet; thence turn an angle to the right of 68° 47' 05" and run in a westerly direction for a distance of 330.0 feet, more or less, to a point on the east right of way line of Shelby County Highway No. 17; thence turn an angle to the left of 78° 52' 09" and run in a southerly direction along the east right of way line of said Shelby County Highway No. 17 for a distance of 211.64 feet; thence turn an angle to the left of 90° 44' 38" and run in an easterly direction for a distance of 390.56 feet; thence turn an angle to the right of 27° 26' 33" and run in a southeasterly direction for a distance of 16.40 feet; thence turn an angle to the left of 40° 12' 45" and run in an easterly direction for a distance of 135.49 feet; thence turn an angle to the left of 48° 19' 27" and run in a northeasterly direction for a distance of 44.10 feet; thence turn an angle to the right of 38° 20' 06" and run in a northeasterly direction for a distance of 36.30 feet; thence turn an angle to the left of 16° 09' 47" and run in a northeasterly direction for a distance of 62.22 feet; thence turn an angle to the left of 15° 42' 11" and run in a northeasterly direction for a distance of 79.14 feet; thence turn an angle to the left of 9° 56' 41" and run in a northeasterly direction for a distance of 105.53 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 10° 57' 09" and run in a northeasterly direction for a distance of 78.75 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 31° 58' 47" and run in a northeasterly direction for a distance of 218.25 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 9° 34' 31" and run

in a northeasterly direction for a distance of 99.54 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 7° 26' 48" and run in a northeasterly direction for a distance of 104.63 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 14° 44' 22" and run in a northeasterly direction for a distance of 57.13 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 9° 15' 40" and run in a northeasterly direction for a distance of 130.20 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 8° 27' 55" and run in a northeasterly direction for a distance of 66.12 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 24° 08' 17" and run in a northeasterly direction for a distance of 28.36 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 36° 26' 14" and run in an easterly direction for a distance of 56.61 feet to an existing iron rebar being on the west line of the Pump Station Lot; thence turn an angle to the left of 80° 05' 12" and run in a northeasterly direction along the west line of said Pump Station Lot for a distance of 61.39 feet to an existing iron rebar being at the end of the road right of way for Scenic Lake Drive; thence turn an angle to the right of 0° 43' 50" and run in a northeasterly direction along the end of said road right of way for Scenic Lake Drive for a distance of 50.0 feet to an existing iron rebar being on the northeast right of way line of Scenic Lake Drive and said Northeast right of way line being on a curve, said curve being concave in a northeasterly direction and having a central angle of 3° 57' 57" and a radius of 1227.15 feet; thence turn an angle to the right (90° to the tangent) and run in a southeasterly direction along the arc of said curve and along the northeast right of way line of said Scenic Lake Drive for a distance of 84.94 feet to an existing iron rebar being the most westerly corner of Lot 202, Lake Forest Second Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 26, Page 42; thence turn an angle to the left and run in a northeasterly direction along the northwest line of said Lot 202 for a distance of 147.81 feet to an existing iron rebar being the most northerly corner of said Lot 202; thence turn an angle to the left of 0° 10' 04" and run in a northeasterly direction along the northwest line of Lot 203 of said Lake Forest Second Sector for a distance of 100.03 feet to an existing iron rebar; thence turn an angle to the left of 8° 40' 45" and run in a northeasterly direction along the northwest line of Lots 204, 205 and 206, of said Lake Forest Second Sector for a distance of 345.69 feet to an existing iron rebar; thence turn an angle to the left of 98° 34' 41" and run in a northwesterly direction along the southwest line of Lots 593 and 592 of Lake Forest Fifth Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 30, Page 25, for a distance of 326.29 feet to an existing iron rebar being the southwest corner of said Lot 592; thence turn an angle to the right of 96° 32' 10" and run in a northerly direction along the west line of said Lot 592 for a distance of 97.01 feet to an existing iron rebar being the most southerly corner of Lot 591 of said Lake Forest Fifth Sector; thence turn an angle to the left of 3° 01' 02" and run in a northerly direction along the west line of said Lot 591 for a distance of 165.02 feet to an existing iron rebar being the southwest corner of Lot 590 of said Lake Forest Fifth Sector; thence turn an angle to the left of 9° 17' 48" and run in a northerly direction along the west line of said Lot 590 for a distance of 110.96 feet to the northwest corner of said Lot 590 and being marked by an existing iron rebar; thence turn an angle to the left of 0° 10' 32" and run in a northerly direction along the west end of the road right of way for Red Bay Drive for a distance of 50.0 feet to an existing iron rebar; thence turn an angle to the right of 90° 10' 42" and run in an easterly direction along the north right of way line of said Red Bay Drive for a distance of 62.45 feet, more or less, to the point of beginning.