

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FIRST COMMERCIAL-BIRMINGHAM
800 SHADES CREEK PARKWAY
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				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
PERKINS		RICHARD	SCOTT	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
4034 MILNER'S CRESCENT		HOOVER	AL	35242
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
		OTHER - LINK	ALABAMA	X 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
				ZIP 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
				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				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
FIRST COMMERCIAL-BIRMINGHAM				
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
800 SHADES CREEK PARKWAY		BIRMINGHAM	AL	35209

4. This FINANCING STATEMENT covers the following collateral:

ALL OF THE FIXTURES, EQUIPMENT, FURNITURE, FURNISHINGS AND 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 I ATTACHED HERETO, LOCATED ON THE REAL PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT "A".

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN REAL ESTATE MORTGAGE RECORDS.

MORTGAGE TAXES BEING PAID ON MORTGAGE BEING SIMULTANEOUSLY FILED.

DEBTOR IS THE OWNER OF THE REAL ESTATE DESCRIBED ON THE ATTACHED EXHIBIT "A".

INITIAL INDEBTEDNESS SECURED BY THE FINANCING STATEMENT \$550,000.00

MORTGAGE TAX DUE -0-

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. 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						

69251112 1 LOT 48 STONEGATE

Schedule I

All of Debtor's right, title, and interest in, to, and under the following described land, real estate, buildings, improvements, fixtures, furniture, and personal property:

- (a) All those certain tracts or parcels of land located in Shelby County, State of Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land") and
- (b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement of even date (the "Mortgage"); and
- (c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and
- (d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and
- (e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises

Signed:

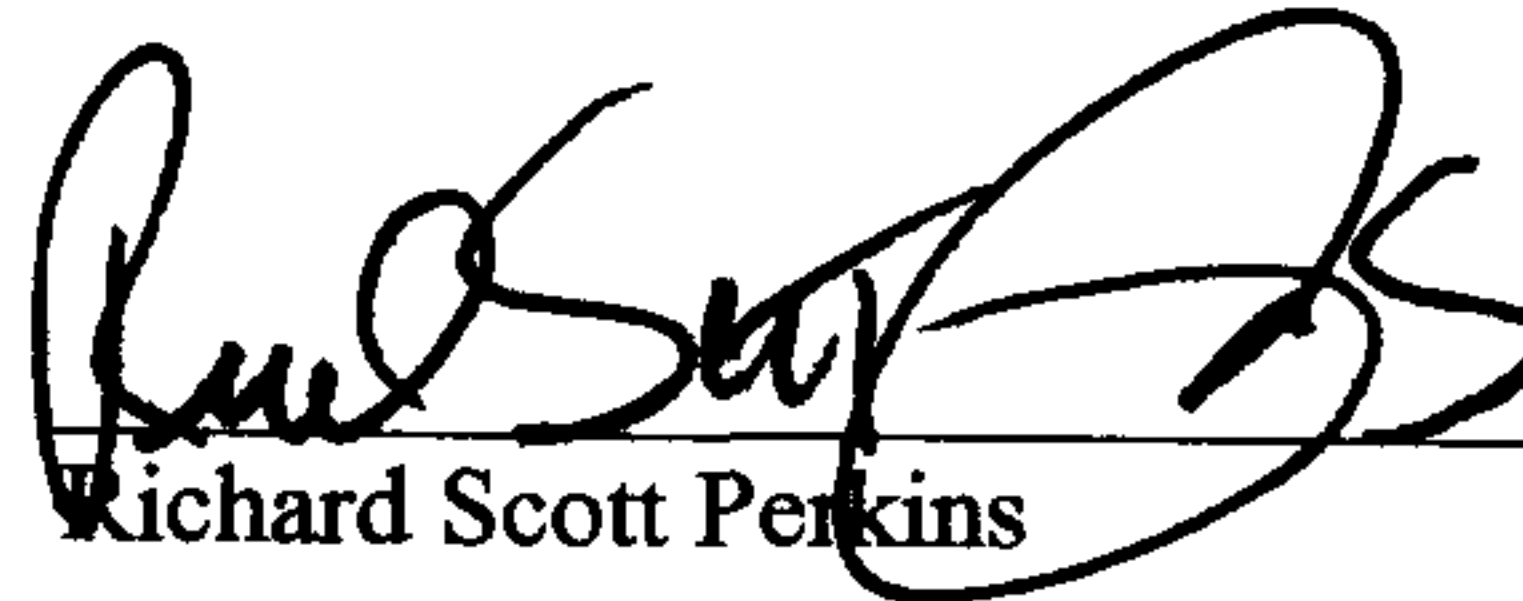

Richard Scott Perkins

EXHIBIT "A"

A parcel of land situated in the SW $\frac{1}{4}$ of Section 19, Township 18 South, Range 1 East, being a part of Lot B, according to the survey of Stonegate Realty-Phase Two, as recorded in Map Book 31 page 28 A & B, in the Shelby County, Probate Office, located in Shelby County, Alabama, being more particularly described as follows: Commence at the SW corner of the SW $\frac{1}{4}$ of said Section 19 and run North $1^{\circ} 00' 00''$ West along the West line of said $\frac{1}{4}$ section for a distance of 942.85 feet to a point; thence run North $89^{\circ} 00' 00''$ East for a distance of 404.77 feet to the point of beginning, said point being located on the Northwestern right of way of the proposed Stonegate Drive Extension; thence run North $52^{\circ} 04' 56''$ West for a distance of 323.9 feet, more or less, along the Eastern Boundary of Killion Parcel recorded in Inst #20030321000173110 in the Shelby County, Probate Office to the 775 contour elevation, said elevation being the proposed full pool elevation of a proposed lake currently under construction; thence run northeasterly along said 775 contour elevation for a distance of 425 feet, more or less, to a point; thence run South $69^{\circ} 29' 18''$ East for a distance of 483.2 feet, more or less to a point on the future Northwestern right of way of Stonegate Drive, said point being on a curve to the left having a radius of 530.00 feet and a central angle of $17^{\circ} 45' 02''$ a chord length of 163.54 feet and a chord bearing of South $19^{\circ} 58' 03''$ West; thence run along the arc of said curve for a distance of 164.20 feet to a point on a curve to the right having a radius of 470.00 feet, a central angle of $34^{\circ} 31' 39''$ a chord length of 278.97 feet and chord bearing of South $28^{\circ} 21' 21''$ West; thence run along the arc of said curve for a distance of 283.23 feet to point of beginning; being situated in Shelby County, Alabama.

Together with the right to use Stonegate Drive for access to the above described property.


Richard Scott Perkins