

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| |
|---|
| A. NAME & PHONE OF CONTACT AT FILER [optional] |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) Guy V. Martin, Jr., Esq. Martin, Rawson and Woosley, P.C. #2 Metroplex Drive, Suite 102 Birmingham, Alabama 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 RM PROPERTIES, LLC | | | | | | |
| OR | 1b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 1c. MAILING ADDRESS 4922 Stonehenge Road | | | CITY Helena | STATE AL | POSTAL CODE 35242 | 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 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 | | | 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 ALAMERICA BANK | | | | | | |
| OR | 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 3c. MAILING ADDRESS P.O. Box 55269 | | | CITY Birmingham | STATE AL | POSTAL CODE 35255 | COUNTRY USA |

4. This FINANCING STATEMENT covers the following collateral:

All of the equipment, fixtures, contract rights, general intangibles and tangible 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 A attached hereto located on the real property described in Exhibit A attached hereto.

This filing statement is being recorded as additional security for mortgage filed in 20040524000273330

| | | | | | | |
|---|---|--|--|---------------------------------------|-----------------------------------|---|
| 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 [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 JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA | | | | | | |

EXHIBIT A

Parcel I

Lot 9-B, according to the Resurvey of Lots 7, 8 and 9, Dearing Downs, as recorded in Map Book 17, Page 19, in the Probate Office of SHELBY County, ALABAMA.

Parcel II

Lot 9-A, according to the Survey of Dearing Downs 12th Addition – 1st Phase, as recorded in Map Book 16, Page 18, in the Probate Office of Shelby County, Alabama.

Parcel III

Commence at the Southeast corner of Section 22, Township 20 South, Range 3 West, Shelby County, Alabama; thence North 89 degrees 39 minutes 26 seconds West, a distance of 1650.00 feet; thence North 00 degrees 58 minutes 02 seconds West, a distance of 281.61 feet to the point of beginning; thence North 01 degrees 26 minutes 15 seconds West, a distance of 246.39 feet; thence North 01 degrees 25 minutes 03 seconds West, a distance of 272.45 feet; thence North 00 degrees 01 minutes 51 seconds West, a distance of 254.80 feet; thence North 89 degrees 57 minutes 21 seconds East, a distance of 130.56 feet; thence North 89 degrees 46 minutes 18 seconds East, a distance of 554.35 feet; thence South 00 degrees 07 minutes 17 seconds East, a distance of 322.46 feet; thence South 81 degrees 49 minutes 54 seconds East, a distance of 44.40 feet; thence South 70 degrees 33 minutes 33 seconds East, a distance of 41.18 feet; thence South 54 degrees 11 minutes 07 seconds East, a distance of 8.25 feet; thence South 36 degrees 37 minutes 17 seconds East, a distance of 53.95 feet; thence South 33 degrees 45 minutes 39 seconds East, a distance of 83.48 feet; thence South 82 degrees 56 minutes 50 seconds East, a distance of 58.91 feet; thence South 85 degrees 43 minutes 30 seconds East, a distance of 53.68 feet; thence South 17 degrees 33 minutes 05 seconds West, a distance of 57.66 feet; thence South 18 degrees 54 minutes 05 seconds West, a distance of 37.35 feet; thence South 38 degrees 45 minutes 05 seconds West, a distance of 21.42 feet; thence South 47 degrees 48 minutes 46 seconds West, a distance of 56.17 feet; thence South 41 degrees 51 minutes 34 seconds West, a distance of 22.96 feet; thence South 34 degrees 30 minutes 59 seconds West, a distance of 41.76 feet; thence South 33 degrees 44 minutes 17 seconds West, a distance of 31.75 feet; thence South 22 degrees 02 minutes 56 seconds West, a distance of 36.04 feet; thence South 40 degrees 54 minutes 54 seconds East, a distance of 35.51 feet; thence South 06 degrees 50 minutes 59 seconds East, a distance of 20.20 feet; thence South 89 degrees 53 minutes 21 seconds West, a distance of 823.58 feet to the POINT OF BEGINNING.

SCHEDULE A

20040524000273340 Pg 3/3 30.00
Shelby Cnty Judge of Probate, AL
05/24/2004 11:08:00 FILED/CERTIFIED

All interest of Debtor, whether now owned or hereafter acquired, in the rights, interests and personal property (collectively referred to as the "personal property") of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the real estate described in Exhibit A, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the said real estate and any improvements located thereon, including, without limitation, all accounts, documents, instruments, chattel paper, equipment, general intangibles, inventory, all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the improvements located on said real estate, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, any award of payment or compensation payable on account of any condemnation or other taking for public or private use of the said real estate or any improvements located thereon, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

All leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the said real estate, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the said real estate and improvements thereon arising from the use or enjoyment thereof or from any leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the said leases or applied to one or more of the installments of rent coming due.

All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of any interest of Debtor in the said real estate or improvements located thereon; and

All property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the real estate described in Exhibit A is located, including (*inter alia*) all *fructus naturales*, *fructus civiles*, and *fructus industriales*.

Without limiting the foregoing, all fixtures, machinery, equipment, office equipment and machines, inventory, farm products, vehicles and conveyances (including, without limitation, tractors, mowers, sweepers, snow removers, and other similar equipment), construction materials, building supplies, and articles of personal property (whether or not actually located on the real estate); including, but not limited to: heating, ventilating, humidifying and dehumidifying, air conditioning, laundry (including, without limitation, washers and dryers), incinerating, safety, power, plumbing, cleaning, fire prevention and fire extinguishing, and communications supplies, equipment, systems, and apparatus, lamps, chandeliers, and other lighting equipment and fixtures, vacuum cleaning systems, furnaces, boilers, radiators, piping, and coal stokers, plumbing and bathroom fixtures, sprinkler and alarm systems, washtubs, tanks, sinks, gas and electric fixtures, awnings, screens, window shades, storm doors and windows, ducts and compressors, rugs, carpet and other floor coverings, shades and draperies, partitions, elevators, escalators, pumps, motors, engines, conduits, dynamos, refrigerators, stoves, ranges, freezers, incinerators, kitchen equipment and appliances, and all other appliances and fittings, cabinets, shelving and lockers, plants, shrubbery and all landscaping and planting materials, and indoor and outdoor furniture and furnishings; all logos, trademarks, trade names, service marks, good will, and similar property; all books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts, and all other business and financial records and statements of all kinds; all computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware; all televisions, radios, receivers, recorders, cables, lines, apparatus and equipment of all kinds.

All personalty and other property described in the mortgage and security agreement or deed of trust and security agreement or deed to secure debt and security agreement executed by the Debtor in favor of or for the benefit of Secured Party.

All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.