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20040827000482030 Pg 1/5 34.00 Shelby Cnty Judge of Probate, AL 08/27/2004 12:26:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY			
A. NAME & PHONE OF CONTACT AT FILER [optional]			
Cheryl Robinson (205) 879-5959			
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)			
Cheryl Robinson			
CORLEY MONCUS, PC			
400 Shades Creek Parkway, Suite 100			
Birmingham AL 35	209		
	THE ABOVE	SPACE IS FOR FILING OFFICE USE	ONLY
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name			
1a. ORGANIZATION'S NAME			<u> </u>
OR E Z SERVICES, INC.			
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY
One Riverchase Ridge, Suite 300	Birmingham	AL 35244	USA
1d. TAX ID#: SSN or EIN ADD'L INFO RE 1e. TYPE OF ORGANIZA ORGANIZATION Composition	,	NIZATION 1g. ORGANIZATION ID#	, if any
DEBTOR Corporation	Alabama		X NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only o	ne debtor name (2a or 2b) - do not ab	breviate or combine name	
2a. ORGANIZATION'S NAME			
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 2e. TYPE OF ORGANIZATION DEBTOR	TION 2f. JURISDICTION OF ORGA	NIZATION 2g. ORGANIZATION ID#	, if any NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASS	SIGNOR S/P) - insert only one secure	d party name(3a or 3b)	
3a. ORGANIZATION'S NAME FIRST COMMERCIAL BANK			
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY
800 Shades Creek Parkway	Birmingham	AL 35209	USA
4. This FINANCING STATEMENT covers the following collateral:	· · · · · · · · · · · · · · · · · · ·		<u>. </u>
All of the fixtures, equipment, furnit	ure, furnishings an	d presonal	
property of every nature, now owned or		–	
additions, replacements and proceeds t	•		
forth in Schedule I attached hereto an	d made a part hereo	f, located on the re	eal
property described on the attached Exh	ibit "A".		
THIS FINANCING STATEMENT IS FILED AS A			
A LEASEHOLD MORTGAGE AND SECURITY AGRE			
HEREWITH, ON WHICH THE APPROPRIATE MOR	TGAGE TAX IS BEING	PAID.	
		·	
5. ALT. DESIGNATION [if applicable]: LESSEE/LESSOR CONSIG			NON-UCC FILING
6. This FINANCING STATEMENT is to be filed[for record](or recorde in the REAL ESTATE RECORDS. Attach Addendum [if applicable	e] /. Check to REQUEST SEARCH e] on Debtor(s) [ADDITIONAL FE	REPORT(S) All Debtors Deb	tor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA			

UCC FINANCING STATEMENT ADDENDUM

OLLOW INSTRUCTIONS (front and back)			-4		
9. NAME OF FIRST DEBTOR (1a or 1b)	ON RELATED FINANCING	STATEMENT			
9a. ORGANIZATION'S NAME					
E Z SERVICES, INC.	Telegrand	LANDOLE MARKET OLIVERNA			
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX			
			4		
10. MISCELLANEOUS:					
	 			ACE IS FOR FILING OF	FICE USE ONLY
11. ADDITIONAL DEBTOR'S EXACT F	ULL LEGAL NAME - insert or	nly one debtor name (11a or 1	1b) - do not abbreviate or	combine name	
11a. ORGANIZATION'S NAME					
OR					SUFFIX
11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDL	MIDDLE NAME	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
TARREST TARREST					
11d. TAX ID#: SSN or EIN ADD'L INFO	ORE 11e. TYPE OF ORGA ATION	NIZATION 11f. JURISDICTION	ON OF ORGANIZATION	11g. ORGANIZATION ID	#, if any
DEBTOR				<u> </u>	NONE
12. ADDITIONAL SECURED PAR	TY'S or ASSIGNOR	R S/P - insert only one name	e (12a or 12b)		
12a. ORGANIZATION'S NAME					
OR TO THE RESIDENCE OF THE PERSON OF THE PER	 		· · · · · · · · · · · · · · · · · · ·		
12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDL	E NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
13. This FINANCING STATEMENT covers	timber to be cut o	ed 16. Additional collate	ral description:		_
collateral, or is filed as a X fixture filing.					
14. Description of real estate:					
See attached Exhibit	"A".				
					•
15. Name and address of a RECORD OWN		,			
(if Debtor does not have a record interes	τ):			· ····	· · · · · · · · · · · · · · · · · · ·
		17. Check <u>only</u> if app	licable and check <u>only</u> one bo	X.	
		Debtor is a Trust	or Trustee acting with res	pect to property held in trust	or Decedent's Est
		18. Check only if app	licable and check <u>only</u> one bo	X .	
		Debtor is a TRAN	ISMITTING UTILITY		
		Filed in connection	on with a Manufactured-Home	Transaction effectiive 30 y	/ears
		Filed in connection	on with a Public-Finance Tran	saction effective 30 years	
			· · · · · · · · · · · · · · · · · · ·	UCC SOFTWARE	EBOM diagal com

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

- (a) The leasehold interest in certain tracts or parcels of land located in Shelby County, Alabama, created by the Ground Lease, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and
- All buildings, structures and improvements of every nature whatsoever now or hereafter (b) 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 Borrower 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 Leasehold Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and
- (c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, 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 Borrower of, in and to the same, reserving only the right to Borrower to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by this Mortgage; and
- (e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Borrower relating to the use and operation of the Premises; and
- (f) All "general intangibles" (as such quoted term is defined in the Uniform Commercial Code of the State of Alabama) in any way relating to the Premises and/or the Improvements and in which the Borrower has any interest, all licenses, trade names, good will, and books and records relating to the Premises and/or the Improvements and in which the Borrower has any interest, all licenses, trade name, good will, and books and records relating to the business operated or to be operated on the Premises or any part thereof, and all unearned premiums, accrued, accruing, or to accrue under all insurance policies now or hereafter obtained by the Borrower insuring the Mortgaged Property, as hereinafter defined, and all rights and interest of Borrower thereunder (hereinafter referred to as the Intangibles); and
- (g) All leases and/or subleases and lettings of the Premises now or hereafter entered into and all right, title, and interest of the Borrower thereunder, and under the Ground Lease and any cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash

or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including, further, the right, upon the happening of an Event of Default, to receive and collect the rents thereunder; and

- (h) All sums held by or under the control of the Landlord of the Ground Lease that were or are deposited on account of Borrower's obligations hereunder; and
- (i) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Borrower relating to the use and operation of the Premises.

EXHIBIT "A"

A part of Section 30, Township 21 South, Range 2 West of The Huntsville Meridian, Shelby County being more particularly described as commencing at a 3 inch diameter pipe found at the Southeast corner of said Section 30; thence North 87 degrees, 15 minutes, 32 seconds West 302.13 feet to a point on the West boundary line of Shelby County Airport; thence along said boundary line North 22 degrees, 16 minutes, 01 seconds West 1483.94 feet to a 4 inch rebar found on the said West boundary; thence continuing along West boundary of said Airport North 22 degrees, 32 minutes, 45 seconds West 3510.56 feet to a point; thence leaving said West boundary North 67 degrees, 46 minutes, 52 seconds East 608.19 feet to a 5 inch rebar with a cap stamped "Garver Eng CA 445" (Typical) set, said point being the point of beginning of the herein described tract; thence North 67 degrees, 46 minutes, 52 seconds East 80.00 feet to a 5 inch rebar set; thence South 22 degrees, 13 minutes, 08 seconds East 80.00 feet to a 5 inch rebar set; thence South 67 degrees, 46 minutes, 52 seconds West 80.00 feet to a PK Nail and Washer set; thence North 22 degrees, 13 minutes, 08 seconds West 80.00 feet to the point of beginning.

Situated in Shelby County, Alabama.