

20050421000190060 1/3 \$30.00
Shelby Cnty Judge of Probate, AL
04/21/2005 01:54:40PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
LOAN OPERATIONS- HELEN ANCIC	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
FIRST COMMERCIAL BANK P O BOX 11746 BIRMINGHAM, AL 35202	

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				
ROLLAMARK HOMES, LLC				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2909 HIGHLAND AVE S #801		BIRMINGHAM	AL	35205
1d. TAX ID #: SSN OR EIN		1e. TYPE OF ORGANIZATION		1f. JURISDICTION OF ORGANIZATION
[REDACTED]		LIMITED LIABILITY CO		ALABAMA
				1g. ORGANIZATIONAL ID #, if any
				NONE X

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				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN		2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION
[REDACTED]				
				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				
FIRST COMMERCIAL BANK				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
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 OTEHR PROPERTY SET FORTH IN SCHEDULE I ATTACHEDHERETO, LOCATED ON THE REAL PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT "A".

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

****MORTGAGE TAXES HAVE BEEN PAID ON THE MORTGAGE BEING FILED SIMULTANEOUSLY.

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

INITIAL AMOUNT OF FINANCING STATEMENT\$356,000.00

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 [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		All Debtors Debtor 1 Debtor 2			
8. OPTIONAL FILER REFERENCE DATA							

Schedule I

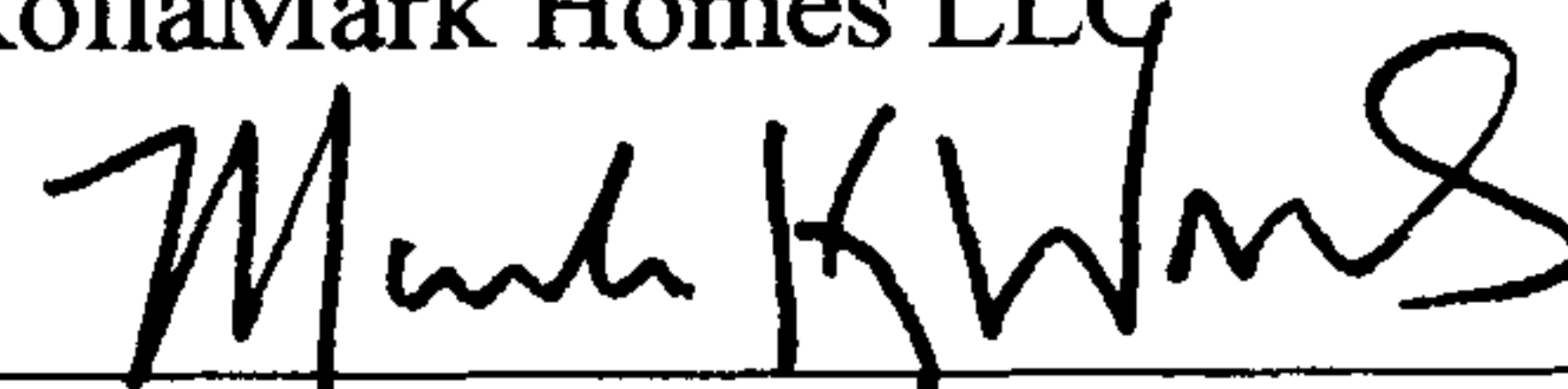
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All of Debtor's right, title, and interest in, to, and under the following described land, real estate, buildings, improvements, fixtures, furniture, and personal property:

- (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

RollaMark Homes LLC

Signed:


Mark K Weeks, its Member



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EXHIBIT "A"

Lot 41, according to the map and survey of The Cove of Greystone, Phase II, as recorded in Map Book 29 page 136 A & B, as recorded in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and Mining rights excepted.

03-29-2005

RollaMark Homes, LLC

By: Mark K Weeks

Mark K. Weeks

Its: Member