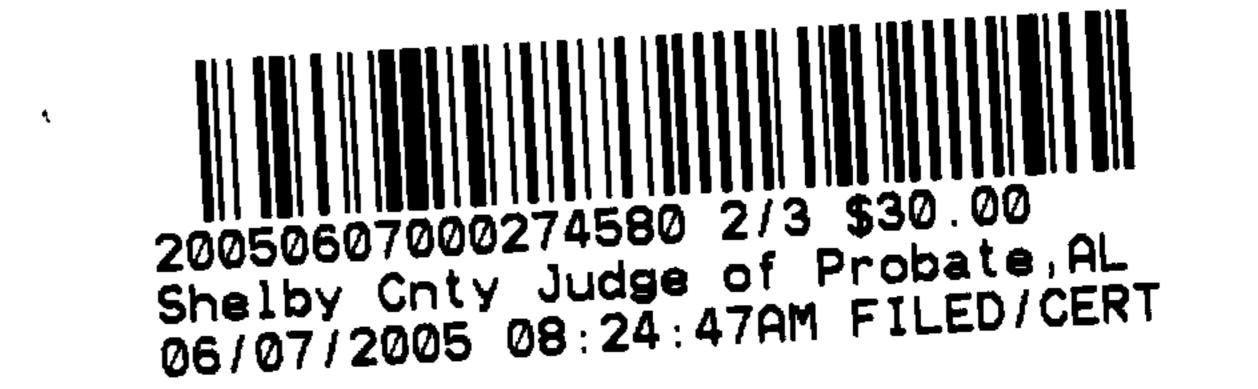
 <b>-</b>	 	 	

UCC FINANCING STATEMENT		Shelby Cnty	2/4580 1/3 \$30.00 Judge of Probate 08:24:47AM FILED/	, AL	
OLLOW INSTRUCTIONS (front and back) CAREFULLY					
A. NAME & PHONE OF CONTACT AT FILER [optional]					
B. SEND ACKNOWLEDGMENT TO: (Name and Address)					
FIRST COMMERCIAL BANK					
800 SHADES CREEK PARKWAY					
BIRMINGHAM AL 35209					
DEBTOR'S EXACT FULL LEGAL NAME - insert only one debt			R FILING OFFICE USE	EONLY	
1a. ORGANIZATION'S NAME	or name (Talor Tb) - do not abbreviate or co	moine names			
RMR DESIGNER HOMES, LLC					
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	MIDDLE NAME		
c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
3013 HIGHLAND LAKES RD	BIRMINGHAM	AL	35242	USA	
d. TAX ID #: SSN OR EIN ADD'L INFO RE 1e. TYPE OF ORGANIZATION	ION 1f. JURISDICTION OF ORGANIZATION	<del></del>	ANIZATIONAL ID #, if a	<del></del>	
ORGANIZATION DEBTOR LIMITED LIA	ALABAMA			NONE	
ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert	only one debtor name (2a or 2b) - do not ab	breviate or com	oine names		
2a. ORGANIZATION'S NAME			——————————————————————————————————————		
)R					
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX	
				<u></u>	
c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
d. TAX ID #: SSN OR EIN ADD'L INFO RE 2e. TYPE OF ORGANIZAT		0.000			
ORGANIZATION	10N 2f. JURISDICTION OF ORGANIZATION	[ 2g. ORG	ANIZATIONAL ID #, if ar	)y •	
SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of AS	SICNOR C/D) indest only one courted party some /	20 0x 2h)		NONE	
3a. ORGANIZATION'S NAME	Signon S/F) - insert only one secured party name (	Sa or Sb)		<del></del>	
FTRST COMMEDCIAL BAND					
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	MIDDLE NAME		
c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
800 SHADES CREEK PARKWAY	BIRMINGHAM	AL	35209	USA	
. This FINANCING STATEMENT covers the following collateral:		· · · · · · · · · · · · · · · · · · ·			
ALL OF THE FIXTURES, EQUIPMENT,	FURNITURE, FURNISHINGS	AND PERSC	NAL		
PROPERTY OF EVERY NATURE, NOW C	WNED OR HEREAFTER ACQUIR	ED BY DEB	TOR,		
ALL ADDITIONS, REPLACEMENTS AND					
PROPERTY SET FORTH IN SCHEDULE			REAL		
PROPERTY DESCRIBED ON THE ATTAC					
THIS FINANCING STATEMENT IS TO	RE CROSS-INDEXED IN REAL	БСТАТБ М	ገጽጥርልርፑ ጽፑርር	DUC	
				MDD.	
*MORTGAGE TAXES BEING PAID ON MO					
DEBTOR IS THE OWNER OF THE REAL	ESTATE DESCRIBED ON THE	ATTACHED	EXHIBIT "A"	•	
INITIAL INDEBTEDNESS SECURED BY	FINANCING STATEMENT \$44	0,000.00	•		
MORTGAGE TAX DUE -0-					
				<u> </u>	
ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CO	NSIGNEE/CONSIGNOR BAILEE/BAILOR SELI	LER/BUYER AC	LIEN NON-UCC FIL	ING	
This FINANCING STATEMENT is to be filed [for record] (or recorded) ESTATE RECORDS. Attach Addendum X  OPTIONAL FILER REFERENCE DATA	in the REAL /. Check to REQUEST SEARCH REP f applicable) [ADDITIONAL FEE]	ORT(S) on Debtor(: [optional]	All Debtors Debtor 1	Debtor 2	
OF HONAL CILLA BECEBENUE DATA					

PEOION THON (IT applied	IDIC). LEGGEL/LEGGO!	I CONSIGNEE/CONSIGNON	I DAILEE/DAILUN	I SELLEN/BUTEN I	AG. LIEN INO	M-OCC FILING	
CING STATEMENT is to CORDS. Attach Add	be filed (for record) (or re endum	corded) in the REAL 7. Chec	k to REQUEST SEARC	H REPORT(S) on Deb [optional]	tor(s) All Debtors	Debtor 1 Debtor 2	
R REFERENCE DATA							
352344-7	1031 WATE	RSEDGE CIRCLE					

693

## Schedule I

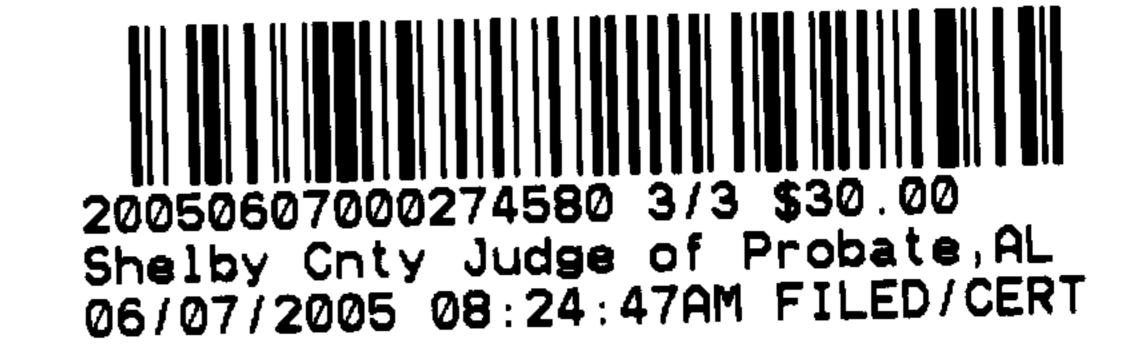


All of Debtor's right, title, and interest in, to, and under the following described land, real estate, buildings, improvements, fixtures, furniture, and personal property:

- 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

·
······

## EXHIBIT 66 A??



Lot 372, according to the Map of Highland Lakes, 3<sup>rd</sup> Sector, Phase IV, an Eddleman Community, as recorded in Map Book 23, page 165, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, A Residential Subdivision, as recorded in Inst. # 1994-07111 and amended in Inst. # 1996-17543 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, A Residential Subdivision, 3<sup>rd</sup> Sector, Phase IV, recorded as Inst. # 1998-29632 in the Probate Office of Shelby County, Alabama.

RMR DESIGNER HOMES, LLC

RICHARD J. SHERIFF, SR, MEMBER

MARIE M. SHERIFF, MEMBER