

Shelby Cnty Judge of Probate, AL 06/22/2005 02:01:29PM FILED/CERT **UCC FINANCING STATEMENT** FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] Justin D. Fingar (205) 414-1228 B. SEND ACKNOWLEDGMENT TO: (Name and Address) Justin D. Fingar JOHNSTON, CONWELL & DONOVAN, L.L.C. 813 Shades Creek Parkway, Suite 200 Birmingham, AL 35209 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY . DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names 1a. ORGANIZATION'S NAME Greenbriar, Ltd. 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY 561 1st Street North 35007 Alabaster AL **USA** ADD'L INFO RE 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any ORGANIZATION Alabama limited partnership NONE DEBTOR 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 POSTAL CODE STATE COUNTRY ADD'L INFO RE 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any **ORGANIZATION** DEBTOR 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 ServisFirst Bank 3b. INDIVIDUAL'S LAST NAME FIRST NAME SUFFIX MIDDLE NAME 3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY Birmingham 3300 Cahaba Road, Suite 300 35223 AL USA 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 and made a

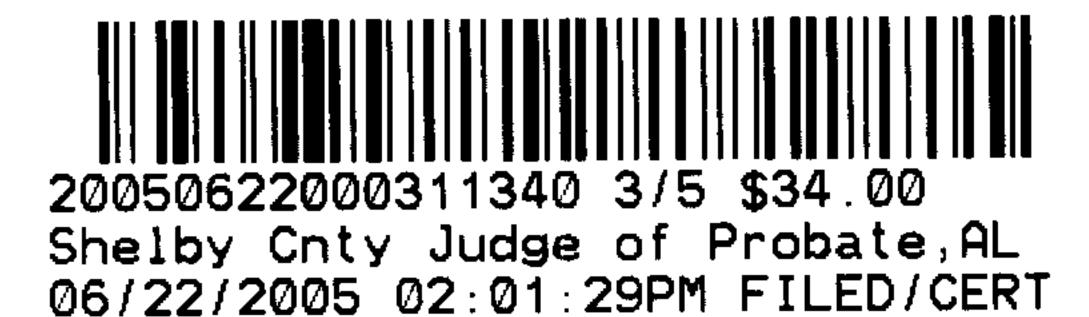
part hereof, located on the real property described on the attached Exhibit "A".

This financing statement is filed as additional security in connection with a Mortgage and Security Agreement being filed simultaneously herewith, on which the appropriate mortgage tax is being paid.

5. ALTERNATIVE DESIGNATION [if applicable]:		CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed ESTATE RECORDS. Attach Addendum	[for record] (or recorded) i	n the REAL 7. Check to REQ [if applicable] [ADDITIONAL	UEST SEARCH REPOR	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

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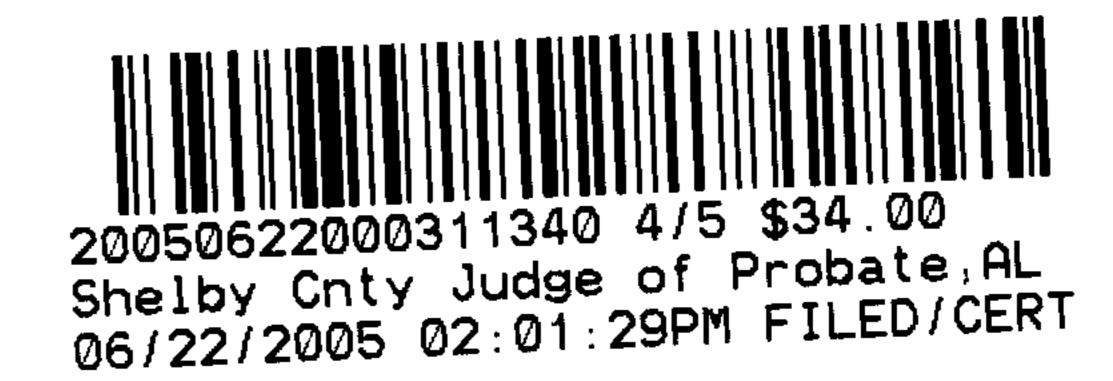
UCC FINANCING STAT	· · · · · · · · · · · · · · · · · · ·					
9. NAME OF FIRST DEBTOR (1a d		TATEMENT				
9a. ORGANIZATION'S NAME	JI ID) CIVICELATED FINANCING					
Greenbriar, Lto	1.					
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX				
10. MISCELLANEOUS:						
			THE ABOVE SPACE	IS FOR FILING OFFI	CE USE ONLY	
11. ADDITIONAL DEBTOR'S EXAC	CT FULL LEGAL NAME - insert only g	ne name (11a or 11b) - do not abbreviate	or combine names			
11a. ORGANIZATION'S NAME						
OR						
11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY	
ADD'L INI ORGANIZ DEBTOR		11f. JURISDICTION OF ORGANIZA	TION 11g. ORG	SANIZATIONAL ID #, if a	ny NONE	
12a. ORGANIZATION'S NAME	ARTY'S or ASSIGNOR S/	P'S NAME - insert only <u>one</u> name (12a	or 12b)			
OR						
12b. INDIVIDUAL'S LAST NAME	12b. INDIVIDUAL'S LAST NAME		MIDDLE	MIDDLE NAME SUFFIX		
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY	
13. This FINANCING STATEMENT covers collateral, or is filed as a x fixture for the first than the collateral of the covers of the collateral of the covers o		ed 16. Additional collateral description				
See attached Exhi	bit "A"					
15. Name and address of a RECORD OW (if Debtor does not have a record interest						
		17. Check <u>only</u> if applicable and ch				
				roportu hold in tour		
			ee acting with respect to presk only one box	openy neid in trust or	Decedent's Estate	
		18. Check <u>only</u> if applicable and che				
		Debtor is a TRANSMITTING UT		_441: 00		
		Filed in connection with a Manu				
		Filed in connection with a Publi	ic-rinance transaction — ef	nective 30 years		



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) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described on 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 the 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, replacements, substitutions or proceeds from a permitted sale 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 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 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, leases, subleases, licenses, 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, fees, royalties, profits, issues and revenues of the Premises, 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) All Construction Contracts (between the Contractors and Debtor providing for the construction of the Project, or any portion thereof), the Architects (between the Architects and Debtor providing for the design of the Project, the preparation of the Plans and Specifications, the supervision and inspection of the construction of the Project and the provision of any other architectural services or projects related to the Project), the Plans and Specifications (all plans



and specifications for the Project, or any portion thereof), and other Construction documents (1) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and Engineers) responsible for the design of any of the Project, and preparation or evaluation of any such plans and specifications or the supervision of the construction of the Project; (2) all contracts to which the Debtor is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (3) all contracts to which the Debtor is a party providing for the management of the construction of any of the Project; (4) all rights of the Debtor as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Debtor is not a party; (5) all payment and performance bonds relating to any of the Project; (6) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (7) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder; 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.

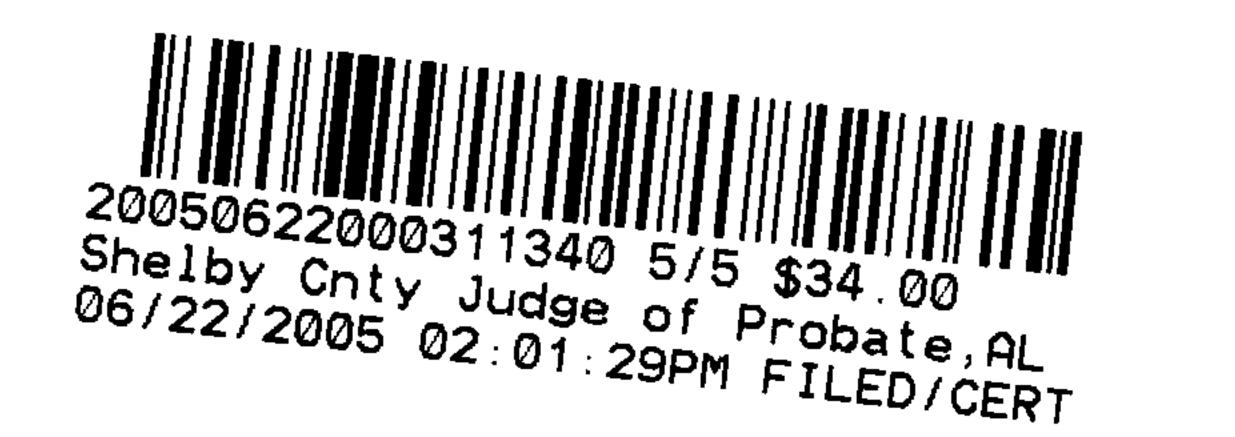


EXHIBIT "A"

A parcel of land situated in the NE ½ of the SW ½ of Section 3, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of Lot 55 of Sterling Gate Sector 2, Phase 1 as recorded in Map Book 26, page 29, in the Probate Office of Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N 03°14'51" E along the west line of said Lot 55, a distance of 308.73 feet; thence N 08°57'29" E, a distance of 50.25 feet; thence N 03°14'51" E, a distance of 137.88 feet; thence S 86°45'09" E, a distance of 103.42 feet; thence N 09°55'36" E, a distance of 27.29 feet; thence N 72°23'35' E, a distance of 163.87 feet; thence S 56°26'46" E, a distance of 145.87 feet; thence S 36°31'32" E, a distance of 287.28 feet; thence S 22°02'20" E, a distance of 295.15 feet; thence S 88°27'04" E, a distance of 265.22 feet; thence N 00°08'39" W, a distance of 37.59 feet; thence S 89°59'59" E, a distance of 50.26 feet to the westerly right of way of Shelby County Hwy 264; thence N 00°06'16" E along said right of way, a distance of 1293.50 feet; thence N 88°14'01" W and leaving said right of way, a distance of 976.76 feet; thence S 04°11'33" E, a distance of 175.03 feet; thence S 85°48'27" W, a distance of 26.46 feet; thence S 04°06'14" W, a distance of 298.32 feet; thence S 48°21'36" W, a distance of 322.09 feet; thence S 03°14'51" W, a distance of 475.42 feet; thence S 02°05'41" E, a distance of 165.59 feet; thence S 88°27'04" E, a distance of 254.69 feet to the POINT OF BEGINNING.