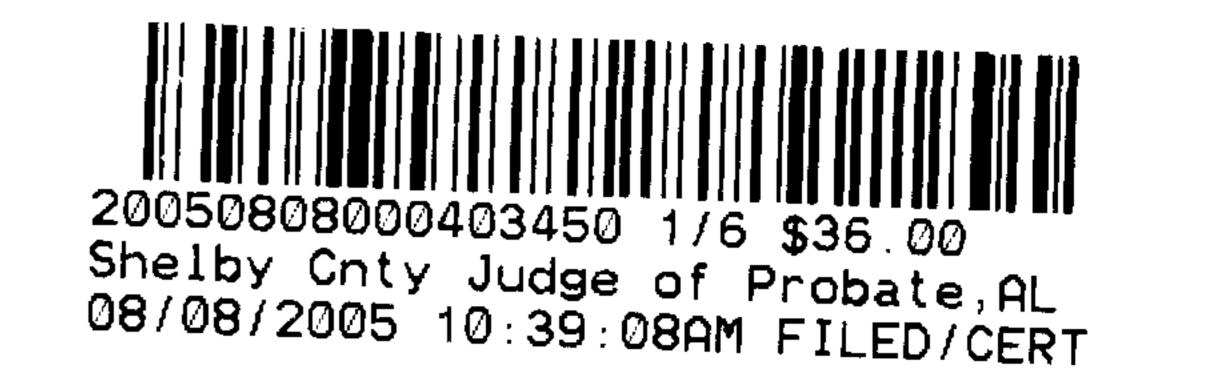
 	 7	 	 	



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] (770)369-8677ChoicePoint1 B. SEND ACKNOWLEDGMENT TO: (Name and Address) ChoicePoint1 2885 Breckinridge Suite 200

INLAND WEST		VALLO MAIN, L.L.	C. FIRST NAME	MIDDLE	NAME	SUFFIX		
MAILING ADDRESS 01 Butterfield Rd.			CITY Oak Brook	STATE POSTAL CODE IL 60523		COUNTRY		
SEEINSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION DE	1g. ORG.	/ 			
DDITIONAL DEBTO 2a. ORGANIZATION'S N		LEGAL NAME - insert only one	debtor name (2a or 2b) - do not abbreviate or comb	oine names				
2b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE	SUFFIX			
MAILING ADDRESS			CITY	STATE	STATE POSTAL CODE			
SEE INSTRUCTIONS ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR			2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any				
		TOTAL ASSIGNEE of ASSIGNORS/	P) - insert only <u>one</u> secured party name (3a or 3b) C •					
3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME SUF				
MAILING ADDRESS 3 Madison Ave			CITY New York	STATE	POSTAL CODE 10179	COUNTRY		

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) ESTATE RECORDS. Attach Addendum	in the REAL 7. Check to R [if applicable] [ADDITION.	EQUEST SEARCH REPO	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
BSCMI Loan No. 42948					

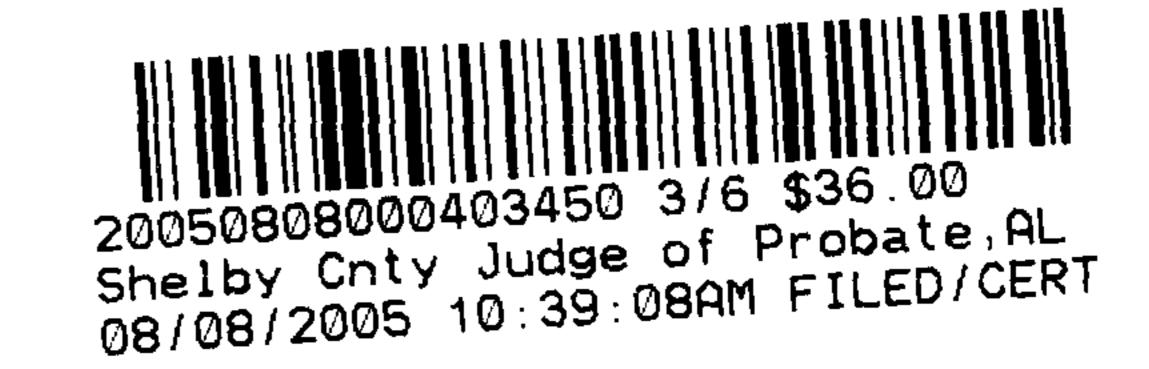
ICC FINAN	C FINANCING STATEMENT ADDENDUM						20050808000403450 2/6 \$36.00				
	CTIONS (front and ba			AENIT			oy Cnty Judge of 3/2005 10:39:08A				
9a. ORGANIZA	TION'S NAME	o) ON RELATED FINANCING	· <u> </u>	AICTA I							
R	WESTERN MONT	EVALLO MAIN, L.	L.C.								
9b. INDIVIDUAL	'S LAST NAME	FIRST NAME		MIDDLE NAME, SUFFIX							
0. MISCELLANE	OUS:										
					THE ABOV	E SPACE I	S FOR FILING OFFIC	CF USE ONLY			
1. ADDITIONAL	DEBTOR'S EXACT F	ULL LEGAL NAME - insert onl	y <u>one</u> name	e (11a or 11b) - do not abbrevi							
11a. ORGANIZA	ATION'S NAME										
R 11b. INDIVIDUA	L'S LAST NAME		FI	RST NAME		MIDDLE NAME		SUFFIX			
1c. MAILING ADDR	ESS		CI	ΤΥ		STATE	POSTAL CODE	COUNTRY			
d SEEINSTRUCT	IONS ADD'L INFO F	RE 11e. TYPE OF ORGANIZATI	ON 11	f. JURISDICTION OF ORGAN	NIZATION	11g. ORG	SANIZATIONAL ID #, if an	ny			
	DEBTOR			· · · · · · · · · · · · · · · · · · ·				NO			
2. ADDITION 12a. ORGANIZA	ATION'S NAME	TY'S or ASSIGNOR	S/P'S N	AME - insert only <u>one</u> name	(12a or 12b)						
\n_											
12b. INDIVIDUA	L'S LAST NAME		FI	RSTNAME		MIDDLE	NAME	SUFFIX			
2c. MAILING ADDR	ESS		CI	TY		STATE	POSTAL CODE	COUNTRY			
	STATEMENT covers filed as a x fixture filing	timber to be cut or as-extr	acted 16	3. Additional collateral descrip	otion:						
4. Description of re	eal estate:										
e Exhibit	A attached	nereto.									
			, ,								
5 Name and adds	ess of a RECORD OMME	R of above-described real estate									
	not have a record interest):										
			1	7. Check <u>only</u> if applicable an							
			De	ebtor is a Trust or T	rustee acting with	respect to p	roperty held in trust or	Decedent's Es			

18. Check <u>only</u> if applicable and check <u>only</u> one box.

Filed in connection with a Manufactured-Home Transaction --- effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

Debtor is a TRANSMITTING UTILITY

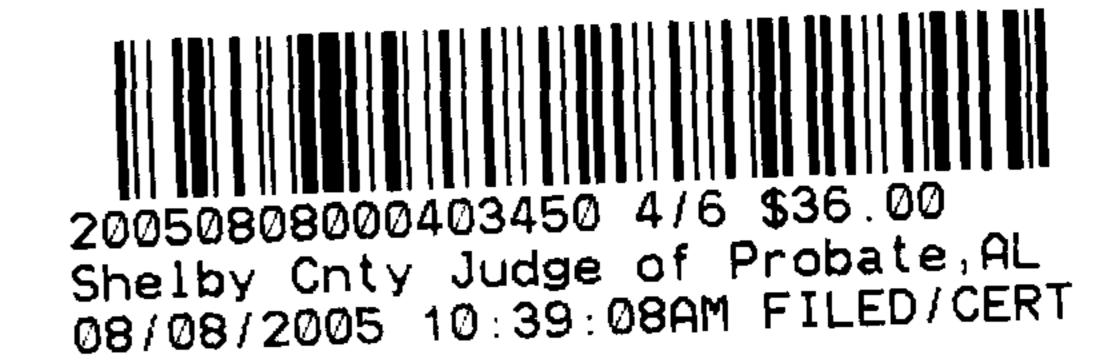


SCHEDULE A TO UCC-1 FINANCING STATEMENT INLAND WESTERN MONTEVALLO MAIN, L.L.C. as Debtor, and

BEAR STEARNS COMMERCIAL MORTGAGE, INC., as Secured Party

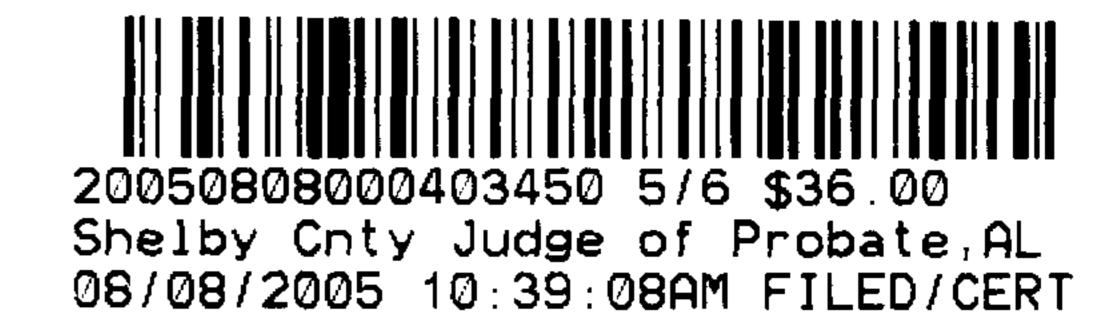
All of Debtor's right, title and interest in and to the following property (the 'Property') located upon or used in connection with the real property described on Exhibit A to this Schedule A (the "Land"):

- (a) The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");
- (b) All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (c) All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code, now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;
- (d) All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery,



appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;

- (e) All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Mortgage and Security Agreement from Debtor to Secured Party and all proceeds and products of the above;
- (f) All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or night to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee, of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;
- (g) All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the



Property subject to the terms, provisions and conditions of the Loan Agreement between Debtor and Secured Party (the "Loan Agreement");

- (h) All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property subject to the terms, provisions and conditions of the Loan Agreement;
- (i) All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- (j) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;
- (k) Subject to the terms, provisions and conditions of the Loan Agreement, the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;
- (l) All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder in each case, to the extent assignable;
- (m) All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property (excluding, however, the name "Inland" and any mark registered to The Inland Group, Inc., or any of its affiliates) in each case, to the extent assignable;
- (n) All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, all securities, investments, property and financial assets held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;
- (o) All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to above;
- (p) All commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Schedule A; and
 - (q) Any and all other rights of Debtor in and to the foregoing items.

EXHIBITA

20050808000403450 6/6 \$36.00 Shelby Cnty Judge of Probate, AL 08/08/2005 10:39:08AM FILED/CERT

THE INLAND PARCEL:

Lot 1, according to the Map of Montevallo CVS Subdivision, as said Map appears of record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 34, at page 97.

Together with those certain essement rights as shown in the Reciprocal Access and Parking Essement and Restricted Use Agreement recorded in Instrument in the Office of the Judge of Probete of Shelby County, Alabama.