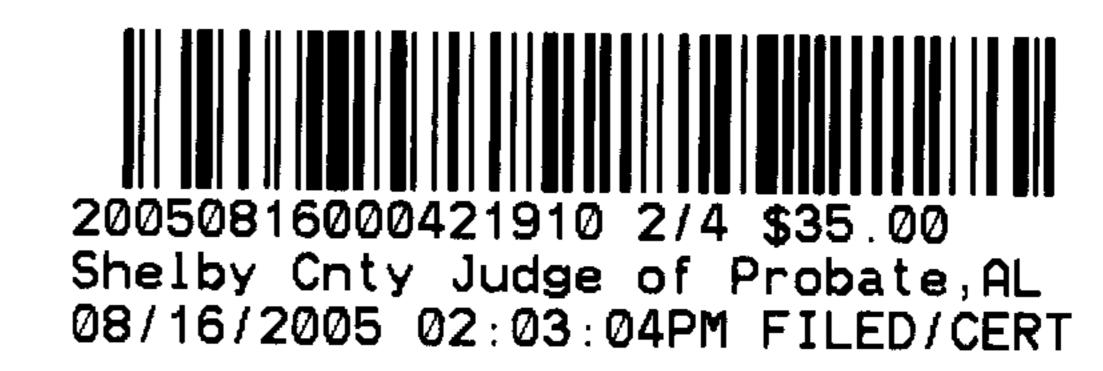


20050816000421910 1/4 \$35.00 Shelby Cnty Judge of Probate, AL 08/16/2005 02:03:04PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]			
Cheryl Robinson (205) 879-5959			
3. SEND ACKNOWLEDGEMENT TO: (Name and Address)			
Cheryl Robinson			
CORLEY MONCUS, PC			
400 Shades Creek Parkway, Suite	100		
Birmingham	L 35209		
	THE ABO	VE SPACE IS FOR FILING OFFICE USE	ONLY
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debt	tor name (1a or 1b) - do not abbreviate or co	ombine name	
1a. ORGANIZATION'S NAME			
OR COX FAMILY 4 INVESTMENTS, LLC	TEIDCT MARKE	NATION E NAME	SUFFIX
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY
191 Branch Drive	Chelsea	AL 35043	USA
	RGANIZATION 1f. JURISDICTION OF ORG	GANIZATION 19. ORGANIZATION ID#, if	
DEBTOR			X NONE
2. ADDITIONAL DEBTOR'SEXACT FULL LEGAL NAME - insertal properties of the second	ert only one debtor name (2a or 2b) - do not	abbreviate of combine name	
GERMAN AUTO, INC.			
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 191 Branch Drive	CITY Chelsea	STATE POSTAL CODE AL 35043	USA
2d TAX ID# SSN or FIN ADD'L INFO RE 2e. TYPE OF OF	RGANIZATION 2f. JURISDICTION OF OR	GANIZATION 2g. ORGANIZATION ID#, i	
ORGANIZATION Corporat	ion Alabama		X NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNE		ured party name(3a or 3b)	
3a. ORGANIZATION'S NAME			
OR RED MOUNTAIN BANK, N.A.			
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY
10 Inverness Center Parkway, Sui	te 120 Birmingham	AL 35242	USA
4. This FINANCING STATEMENT covers the following collateral:			
All of the fixtures, equipment, for			
property of every nature, now own			
additions, replacements and proced forth in Schedule I attached here			_ l
property described on the attached		SOL, LOCACCA OII CIIC LC	- ↓ - ↓
property accumulation on accumunt			
THIS FINANCING STATEMENT IS FILED	AS ADDITIONAL SECURIT	Y IN CONNECTION WITH	
A MORTGAGE AND SECURITY AGREEMENT			СН
THE APPROPRIATE MORTGAGE TAX IS B	EING PAID.		
5. ALT. DESIGNATION [if applicable]: LESSEE/LESSOR	CONSIGNEE/CONSIGNOR BAILEE/E	BAILOR SELLER/BUYER AG.LIEN	NON-UCC FILING
6. X This FINANCING STATEMENT is to be filed[for record](or in the REAL ESTATE RECORDS. Attach Addendum [if		CH REPORT(S)	
in the REAL ESTATE RECORDS. Attach Addendum [if 8. OPTIONAL FILER REFERENCE DATA	applicable on Debtor(s) [ADDITIONAL	_ ree loptional	
	······································		



UCC FINANCING STATEMENT ADDENDUM

9. NAME OF FIRST DEBTOR (1a or	ack) CAREFULLY 1b) ON RELATED FINANCIN	GSTATEMENT		
9a. ORGANIZATION'S NAME				
OR COX FAMILY 4 INVES				
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX		
10. MISCELLANEOUS:				
			THE ABOVE SPACE IS FOR FILING	OFFICE USE ONLY
11. ADDITIONAL DEBTOR'S EXAC	T FULL LEGAL NAME - inser	t only one debtor name (11a or 11b) - do		
11a. ORGANIZATION'S NAME				
OR 11b. INDIVIDUAL'S LAST NAME	,	FIDOT NAME		
T TO. HADIAIDONE O ENGLISHME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE	COUNTRY
444 TAVIDA CCN CIN ADDU I	NEO DE 144 - TVDE OF OD			
JURGAN	IIZATION ,	GANIZATION 11f. JURISDICTION OF O	RGANIZATION 111g. ORGANIZATION	
12. ADDITIONAL SECURED P.		OR S/P -insert only one name (12a or	12h)	NONE
12a. ORGANIZATION'S NAME		The first the first training (12a of	·····	·-·
OR ASE INDIVIDUALIST A CT NAME				
12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE POSTAL CODE	COUNTRY
13. This FINANCING STATEMENT covers	timber to be cut or as-extr	acted 16. Additional collateral descrip	tion:	
collateral, or is filed as a X fixture filing	ng.			
14. Description of real estate:				
See attached Exhibi	t "A".			
15. Name and address of a RECORD OV		ate		
15. Name and address of a RECORD OV (if Debtor does not have a record inte				
		17. Check <u>only</u> if applicable an		
		17. Check <u>only</u> if applicable an Debtor is a Trust or Tru	stee acting with respect to property held in tru	st or Decedent's Estate
		17. Check <u>only</u> if applicable an	stee acting with respect to property held in truded to the check only one box.	st or Decedent's Estate
		17. Check only if applicable an Debtor is a Trust or True 18. Check only if applicable and Debtor is a TRANSMITTING	stee acting with respect to property held in truded to the check only one box.	

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 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 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 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.

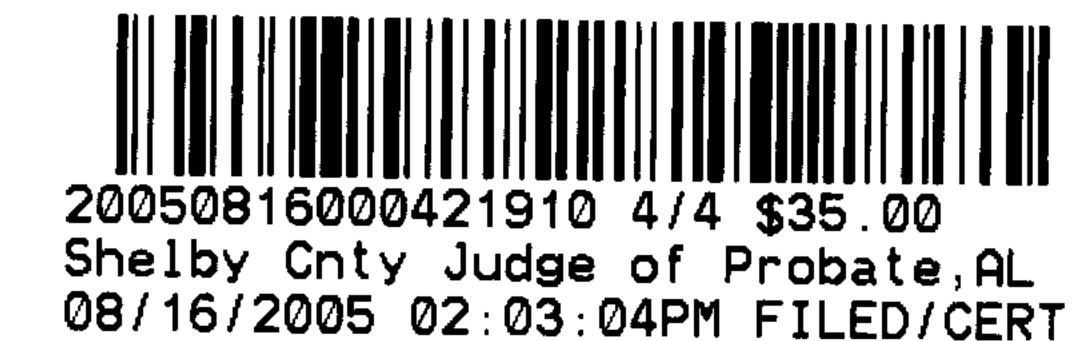


EXHIBIT "A"

Land in the Town of Pelham, Shelby County, Alabama being more particularly described as follows:

A parcel of land lying in the Southeast ¼ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southeast ¼ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence Easterly along the South line of said ¼ Section 1,826.71 feet to a point; thence turn a right interior angle of 57 degrees, 00 minutes, 07 seconds and run Northwesterly 1,620.77 feet to a point on the Southeast right of way line of Alabama Highway No. 119, being 100 feet Southeasterly of the centerline of said highway; thence turn a left interior angle of 88 degrees, 41 minutes, 21 seconds and run Northeasterly and parallel to said highway centerline 160.62 feet to the point of beginning of said parcel; thence continue on last described course a distance of 92.45 feet to a point that is 100 feet Southeasterly of and at right angles to the centerline of said highway at Station 37+00; thence turn a left interior angle of 165 degrees, 57 minutes, 50 seconds and run Northeasterly 9.51 feet; thence turn a left interior angle of 149 degrees, 02 minutes, 10 seconds and run Southeasterly 62.56 feet; thence turn a left interior angle of 135 degrees, 00 minutes, 00 seconds and run in a Southeasterly direction a distance of 167.00 feet; thence turn a left interior angle of 90 degrees, 00 minutes and run in a Southwesterly direction a distance of 145.83 feet; thence turn a left interior angle of 90 degrees, 00 minutes and run in a Northwesterly direction a distance of 213.46 feet to the point of beginning.

LESS AND EXCEPT any portions of such property conveyed or taken for rights of way for public streets or roads.

Being situated in Shelby County, Alabama.