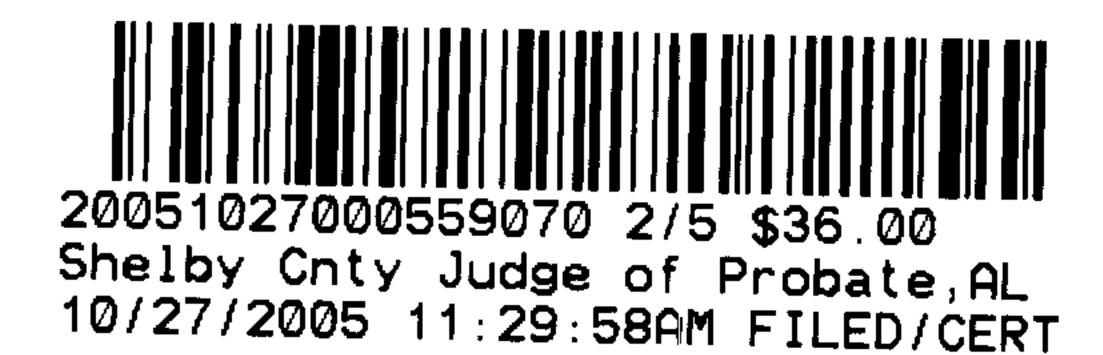


NAME & PHONE OF CONTACT AT FILER [optional]  UCC Team 4 - Vazsonyi (800) 621-3216 (phone) (800) 914-42  SEND ACKNOWLEDGMENT TO: (Name and Address)				
	40 (fax)			
`				
CT Corporation 17 South High Street, 11th Floor Columbus, Ohio 43215				
White Stone LOAN NO.				
DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or		SPACE IS FO	R FILING OFFICE US	SEONLY
1a. ORGANIZATION'S NAME				
Schilleci White Stone, LLC				
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
: MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
	Montgomery	AL	36117	USA
	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
ORGANIZATION I limited liability company	Alabama	ì		XNON
ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debt		ine names		ZYNON
2a. ORGANIZATION'S NAME	10/ 110/110 (20 0) 20/ 10/ 10/ 10/ 10/ 10/ 10/ 10/ 10/ 10/ 1			· · · · · · · · · · · · · · · · · · ·
R 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	VAME	SUFFIX
R 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
2b. INDIVIDUAL'S CAST NAME	FIRST NAME  CITY		NAME POSTAL CODE	SUFFIX
26. INDIVIDUAL'S LAST NAME				
: MAILING ADDRESS		STATE		COUNTRY
E. MAILING ADDRESS  I. TAX ID #: SSN CR EIN   ADD'L INFO RE   2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	CITY  2f. JURISDICTION OF ORGANIZATION	STATE  2g. ORGA	POSTAL CODE	COUNTRY
E. MAILING ADDRESS  I. TAX ID #: SSN CR EIN   ADD'L INFO RE   2e. TYPE OF ORGANIZATION ORGANIZATION	CITY  2f. JURISDICTION OF ORGANIZATION	STATE  2g. ORGA	POSTAL CODE	COUNTRY
E. MAILING ADDRESS  I. TAX ID #: SSN CR EIN   ADD'L INFO RE   2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR    SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/I 3a. ORGANIZATION'S NAME    Wachovia Bank, National Association	CITY  2f. JURISDICTION OF ORGANIZATION	STATE  2g. ORGA	POSTAL CODE	COUNTRY
E. MAILING ADDRESS  I. TAX ID #: SSN CR EIN   ADD'L INFO RE   2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR    SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/I 3a. ORGANIZATION'S NAME    Wachovia Bank, National Association	CITY  2f. JURISDICTION OF ORGANIZATION	STATE  2g. ORGA	POSTAL CODE  ANIZATIONAL ID #, if any	COUNTRY
. MAILING ADDRESS  I. TAX ID #: SSN CR EIN   ADD'L INFO RE   2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR    SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/I 3a. ORGANIZATION'S NAME   Wachovia Bank, National Association    3b. INDIVIDUAL'S LAST NAME	CITY  2f. JURISDICTION OF ORGANIZATION  P) - insert only one secured party name (3a or 3)  FIRST NAME	STATE  2g. ORGA  b)  MIDDLE	POSTAL CODE  ANIZATIONAL ID #, if any  NAME	COUNTRY
. MAILING ADDRESS  . TAX ID #: SSN CR EIN   ADD'L INFO RE   2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR    SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/I 3a. ORGANIZATION'S NAME Wachovia Bank, National Association  3b. INDIVIDUAL'S LAST NAME	CITY  2f. JURISDICTION OF ORGANIZATION  P) - insert only one secured party name (3a or 3)  FIRST NAME  CITY	STATE  2g. ORGA  b)  MIDDLE	POSTAL CODE  ANIZATIONAL ID #, if any	COUNTRY

filed 10/10/2005

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR CON	SIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. X This FINANCING STATEMENT is to be filed [1 ESTATE RECORDS. Attach Addendum	F 7	AL 7 Check to REQUable [ADDITIONAL]	JEST SEARCH REPORT	(S) on Debtor(s) ptional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA						
			VIP 6	242422	2-3	



# EXHIBIT A Legal Description

# White Stone Shopping Center Alabaster, Alabama

### PARCEL 1:

Lot 7, according to the Map of the White Stone Center Subdivision, as said map appears of record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 33, at pages 138-A and 138-B.

## PARCEL 2:

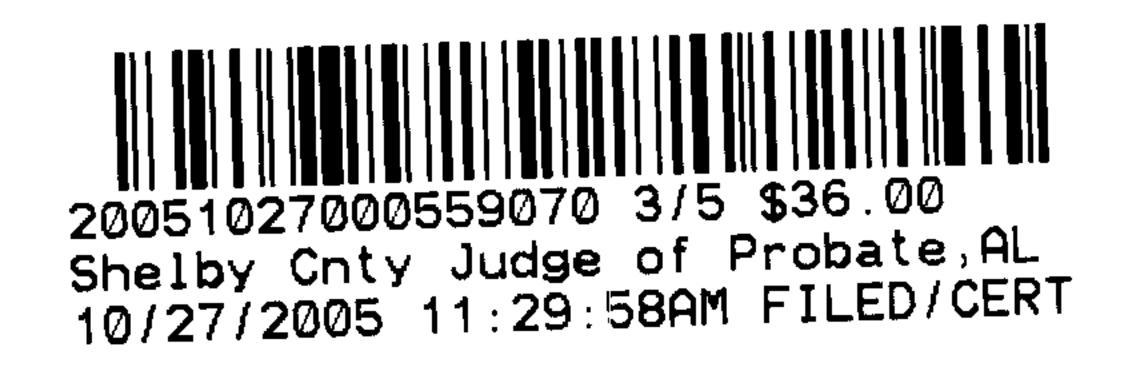
SLOPE EASEMENT FOR THE BENEFIT OF PARCELS 1 THRU 7 AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT BETWEEN DOUGLAS M. KENT AND NINA KENT AND ALABASTER RETAIL PROPERTY, L.L.C., DATED JANUARY 27, 2003, RECORDED IN INSTRUMENT NUMBER 20030210000081000, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

An easement located in the Northeast quarter of the Northwest quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

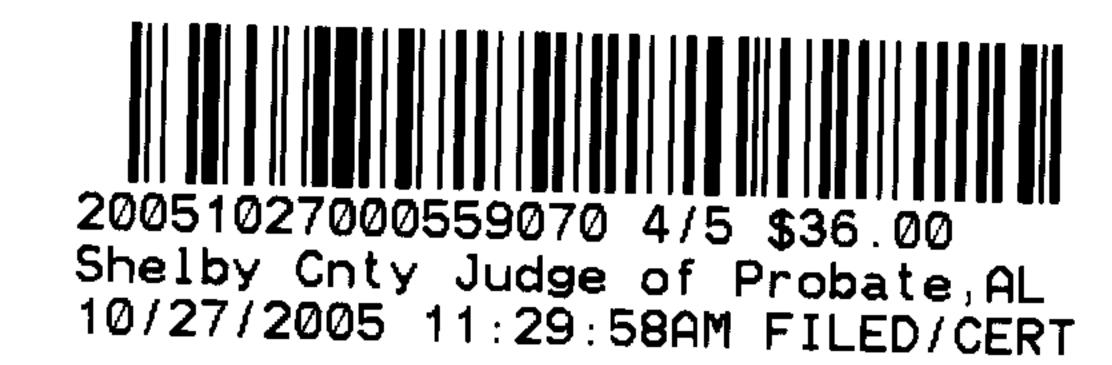
Commence at the Northwest corner of Section 14; thence run South 89 degrees 03 minutes 42 seconds East and along the section line 2343.49 feet; thence run South 25 degrees 30 minutes 31 seconds West 617.60 feet to the POINT OF BEGINNING; thence continue South 25 degrees 30 minutes 31 seconds West 589.55 feet; thence run North 44 degrees 42 minutes 44 seconds East 69.92 feet; thence run North 25 degrees 30 minutes 31 seconds East 355.71 feet; thence run North 17 degrees 42 minutes 15 seconds East 169.38 feet to the POINT OF BEGINNING.

#### PARCEL 3:

Non-exclusive and perpetual right, privilege and easement for vehicular and pedestrian access, ingress, and egress over and across all roadways, driveways, entrance ways and sidewalks from time to time located on the Common Area of the Shopping Center Tract, each of Outparcels 1 thru 5, both inclusive, and Future Development Area #2 for the purpose of providing pedestrian and vehicular access, ingress, and egress, but not parking, between the Shopping Center Tract, each of Outparcels 1 thru 5, both inclusive, and Future Development Area #2 and for providing such access, ingress and egress to and from publicly dedicated rights of way abutting the Shopping Center Tract, each of Outparcels 1 thru 5, both inclusive, and Future Development Area #2 and the non-exclusive and perpetual right, privilege and easement in, to, over, along, and across those portions of the Common Area on each Tract necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of utility lines, including but not limited to sanitary sewers, storm drains, water (fire and domestic), gas,



electrical, telephone and communication lines, all as set forth in the Declaration of Restrictions, Covenants and Conditions and Grant of Easements as recorded under Instrument Number 20031124000768400, as amended by that certain Clarification Regarding Curb Cuts Between Outparcel 2 and The Shopping Center Tract recorded under Instrument No. 20040329000157920.



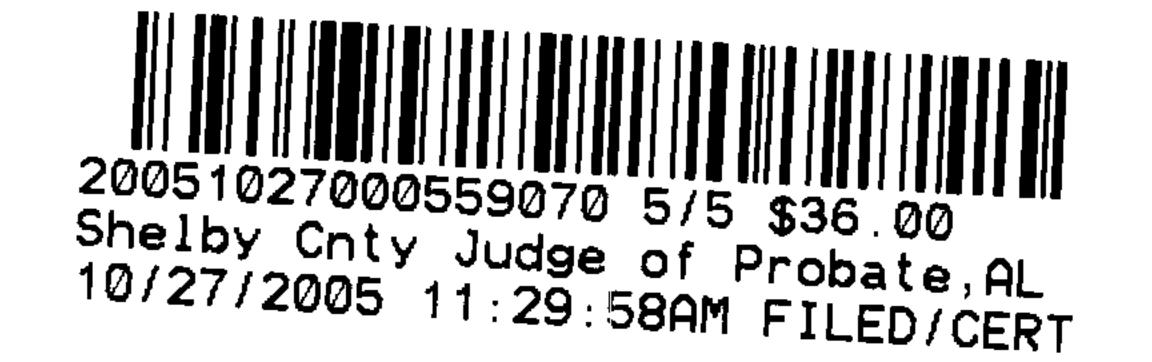
Loan No.: 50-2853381

White Stone

### EXHIBIT B TO UCC

All right, title and interest of Debtor in and to:

- (a) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the premises described in <u>Exhibit A</u> annexed hereto and made a part hereof (the "*Premises*") (the "*Improvements*");
- (b) all furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Debtor and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Debtor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Premises or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);
- (c) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, and other emblements now or hereafter located on the Premises or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, 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 Debtor;
- (d) all water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Premises or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;
- (e) all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Premises;
- (f) all cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by the Secured Party pursuant to the Security Instrument (as hereinafter defined) or any other of the Loan Documents (as defined in the Security Instrument), including, without limitation, all funds now or hereafter on deposit in the Reserves (as defined in the Security Instrument);
- Improvements, whether written or oral, now or hereafter entered into and all rents, royalties, issues, profits, bonus money, revenue, income, rights and other benefits (collectively, the "Rents and Profits") of the Premises or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future lease (including, without limitation, oil, gas and mineral leases), license, concession, occupancy agreement or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable, of their obligations under any such leases, licenses, concessions or occupancy agreements, whether said cash or securities are to be held until the expiration of the terms of said leases, licenses, concessions or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject, however, to the provisions contained in Section 2.7 of the Security Instrument;



- (h) all contracts and agreements now or hereafter entered into covering any part of the Premises or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Premises or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Premises or the Improvements;
- (i) all present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Premises or the Improvements;
- (j) all present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, service marks and symbols now or hereafter used in connection with any part of the Premises or the Improvements, all names by which the Premises or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Premises or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Premises or the Improvements (collectively, the "General Intangibles");
- (k) all water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Premises or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Premises or the Improvements;
- (1) all building materials, supplies and equipment now or hereafter placed on the Premises or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Premises or the Improvements;
- (m) all right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Premises, including any unearned premiums thereon;
- (n) all proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and
  - (o) all proceeds of each of the foregoing.
- (p) all other or greater rights and interests of every nature in the Premises or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

All of the foregoing items (a) through (p), together with all of the right, title and interest of Debtor therein, are collectively referred to as the "Collateral".

This UCC-1 Financing Statement is filed in connection with that certain Mortgage, Security Agreement and Fixture Filing recorded contemporaneously herewith (the "Security Instrument") covering the fee estate of Debtor in the Premises and intended to be duly recorded in the county in which the Premises is located.

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