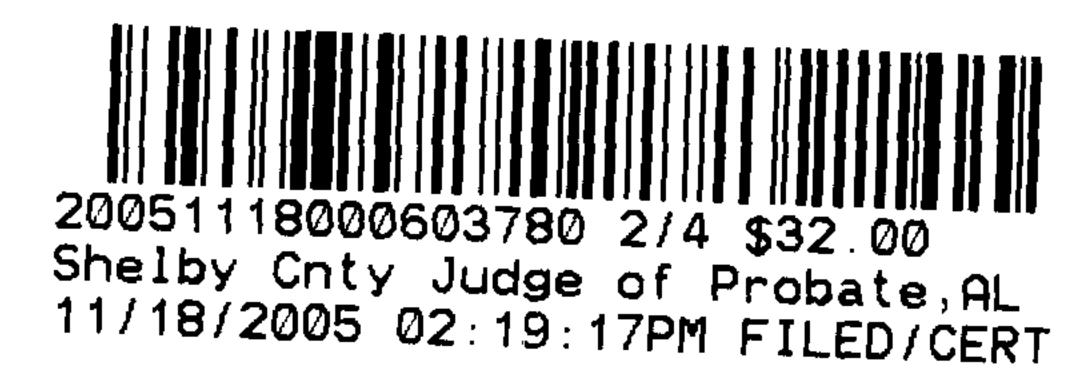


FOLLOW INSTRUCTIONS (fro	ont and back) CAREFULLY							
A. NAME & PHONE OF CONTA								
Karren Underwood 205								
B. SEND ACKNOWLEDGMEN	FTO: (Name and Address)							
Najjar Denaburg,	р <i>С</i>							
2125 Morris Aver								
Birmingham, AL								
		THE ABO	VE SPACE IS FO	OR FILING OFFICE U	SEONLY			
	EGAL NAME - insert only one debtor name (1a	a or 1b) - do not abbreviate or combine names						
1a. ORGANIZATION'S NAME								
Thornton Construction								
OR 16. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX			
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY			
421 Office Park Drive		Birmingham	AL	35223	USA			
1d. TAX ID #: SSN OR EIN ADD'L INFO RE 1e. TYPE OF ORGANIZATION		1f. JURISDICTION OF ORGANIZATION	1g. ORG	1g. ORGANIZATIONAL ID #, if any				
	GANIZATION Corporation	Alabama			NONE			
2. ADDITIONAL DEBTOR'S E	XACT FULL LEGAL NAME - insert only one	debtor name (2a or 2b) - do not abbreviate or ce	ombine names					
2a. ORGANIZATION'S NAME								
Holland Lake, Inc.								
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	MIDDLE NAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY			
421 Office Park Drive		Birmingham	AL	35223	USA			
2d. TAX ID #: SSN OR EIN AD	D'L INFO RE 2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID #, if any	<u>, , , , , , , , , , , , , , , , , , , </u>			
1	GANIZATION ' BTOR I	1			NONE			
	TE (or NAME of TOTAL ASSIGNEE of ASSIGNO	R S/P) - insert only one secured party name (3a	or 3b)					
3a. ORGANIZATION'S NAME	12 (0) 147 (0) 20 10 17 (27 (0) (0) (0) (0) (0) (0)	recorry uncore orny grig decourse party marrie (ou						
Compass Bank								
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX			
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY			
		\mathbf{r}	AL	35242	TICA			
4958 Valleydale Road	Suite 101	Birmingham	AL	33444	JUSA			

												
5	ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE	CONSIGNOR	BAILEE/BAIL	OR	SELLER/BUYER		AG. LIEN		NON-U	CCFILING
6.	This FINANCING STATEMENT is to be filed [for ESTATE RECORDS. Attach Addendum	or record] (or recorded) in t	the REAL f applicable]	7. Check to REQ [ADDITIONAL	JEST SEARCH R	- ` · .	s) on Debtor(s) ional]	Α	Il Debtors	D	ebtor 1	Debtor 2
8.	OPTIONAL FILER REFERENCE DATA											



SCHEDULE "I"

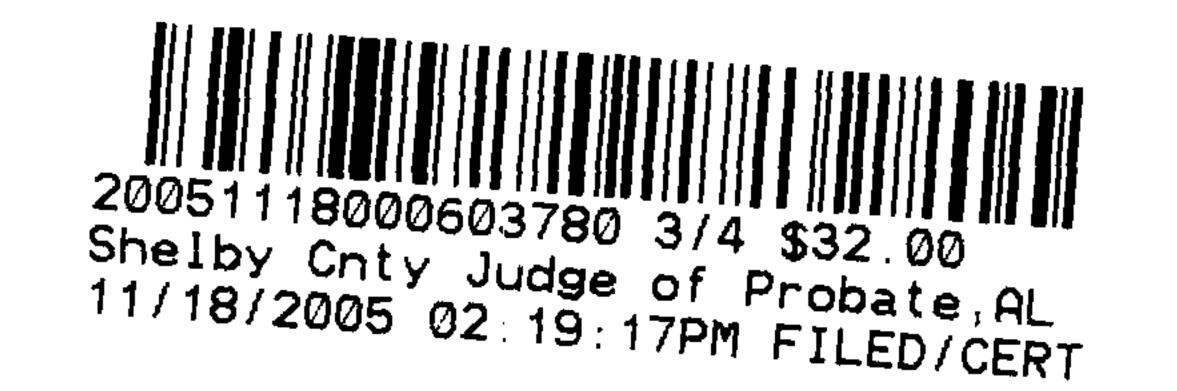
TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor:	Thornton Construction Company, Inc.
Secured Party/Mortgagee:	Compass Bank
- - - - - - - - - - - - - - - - - -	┟╇┼╋┼╊╄╋╇╇╫╫╅╂╋╈╋╈╫╈╫╬╂╬╅┼╋╅╂╈╂┼╅╇╂┼┼╋╅┼╈╅╂╋╫╅╫
The following (hereinafter "Mo	rtgaged Property"):

The following (herematici wiorigaged Froperty).

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;



- d) Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.
- e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");
- f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;
- Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);
- h) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;
- through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and
- j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

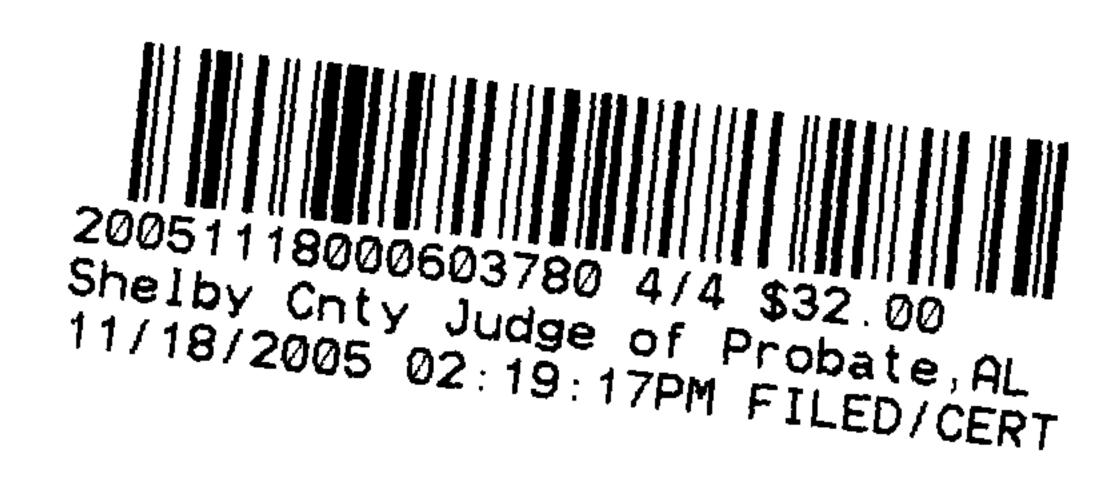


EXHIBIT "A"

Description of Mortgaged Property

Lots 17 through 50, inclusive, according to the Final Plat of Holland Lakes, Sector 2, Phase 1, as recorded in Map Book 36, Page 8 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.