NON-UCC FILING

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All Debtors | Debtor 1 Debtor 2

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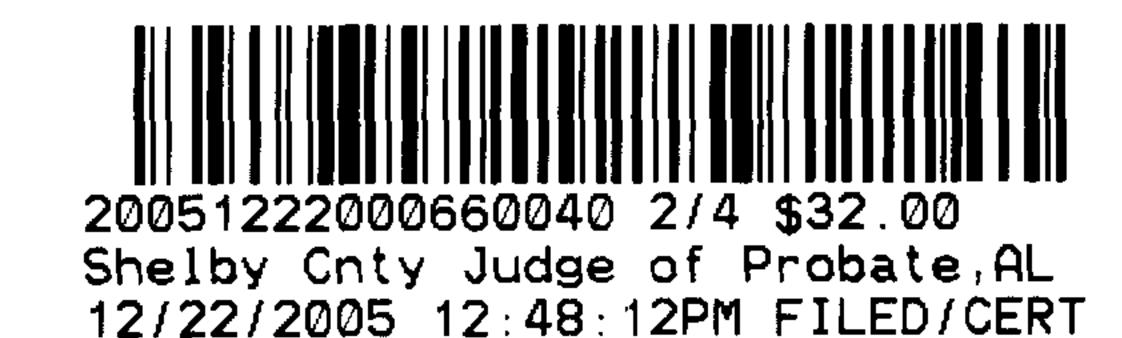
B. SEND ACKNOWLEDGME	NTACT AT FILER [optional] 05-250-8400 ENT TO: (Name and Address)				
Najjar Denaburg 2125 Morris Av Birmingham, A	'enue				
		THE ABOVE SP	ACE IS FO	R FILING OFFICE US	EONLY
DEBTOR'S EXACT FUL	L LEGAL NAME - insert only <u>one</u> debtor name (1a	or 1b) - do not abbreviate or combine names	<u> </u>		
Joint Venture II of	Arlington Properties, Inc. and Thor	nton, Inc.			
1b. INDIVIDUAL'S LAST NA	ME	FIRST NAME	MIDDLE	NAME	SUFFIX
c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
117 2nd Avenue North		Birmingham	AL	35203	USA
11/2nd Avenue Nom			4- 000	ふりつんてしへんしょう みっぽっゃい	
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6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) ESTATE RECORDS. Attach Addendum [if applicable] [ADDITIONAL FEE] [optional]

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR

8. OPTIONAL FILER REFERENCE DATA

CONSIGNEE/CONSIGNOR



SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor:	Joint Venture II of Arlington Properties, Inc. and Thornton, Inc.
Secured Party/Mortgagee:	Compass Bank
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The following (hereinafter "Mo	ortgaged Property"):

The following (nereinafter "Mortgaged Property"):

- 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;

- 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;
- Together with any awards hereafter made for any taking of or injury to said Mortgaged Property 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.

20051222000660040 4/4 \$32.00 Shelby Cnty Judge of Probate, AL 12/22/2005 12:48:12PM FILED/CERT

EXHIBIT "A"

Part of Section 31, Township 19 South, Range 1 East, and part of Section 36, Township 19 South, Range 1 West, Shelby County, Alabama, all being more particularly described as follows:

From an existing 1 1/2" iron pipe being the locally accepted Southwest corner of said Section 31 and looking in an Easterly direction along the South line of said Section 31, turn an angle to the left of 71° 36' 08" and run in a Northeasterly direction for a distance of 1071.69 feet to the point of beginning; thence turn an angle to the right of 43° 10' 36" and run in a Northeasterly direction for a distance of 1001.80 feet to the point of beginning of a curve, said curve being concave in a Northwesterly direction, having a central angle of 8° 22' 21" and a radius of 1103.27 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 161.22 feet to an existing iron rebar set by Weygand; thence turn an angle to the left (133° 03' 28" from the chord of last mentioned curve) and run in a Northwesterly direction for a distance of 53.93 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 87° 06' 33" and run in a Northeasterly direction for a distance of 109.55 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 35° 56' 16" and run in a Northwesterly direction for a distance of 245.04 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 29° 03' 48" and run in a Northwesterly direction for a distance of 213.88 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 36° 24' 48" and run in a Westerly direction for a distance of 241.45 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 34° 24' 27" and run in a Northwesterly direction for a distance of 99.63 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 77° 33' 56" and run in a Northeasterly direction for a distance of 367.40 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 40° 31' 44" and run in a Northwesterly direction for a distance of 281.42 seet to an existing iron rebar set by Weygand; thence turn an angle to the left of 17° 24' 16" and run in a Northwesterly direction for a distance of 242.73 feet to an existing iron rebar set by Weygand and being on the Southeast right of way line of that 100 foot right of way for Seaboard Coastline Railroad; thence turn an angle to the left of 89° 47' 33" and run in a Southwesterly direction along the Southeast right of way line of said Seaboard Coastline Railroad for a distance of 730.46 feet to an existing iron rebar set by Weygand and being the point of beginning of a curve, said curve being concave in a Northerly direction and having a central angle of 22° 06' 37" and a radius of 1768.39 feet; thence turn an angle to the right and run in a Westerly direction along the arc of said curve and along the Southerly right of way line of said Seaboard Coastline Railroad for a distance of 682.42 feet to an existing iron rebar set by Weygand; thence turn an angle to the left (80° 23' 32" from the chord of last mentioned curve) and run in a Southeasterly direction for a distance of 63.52 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 19° 39' 34" and run in a Southeasterly direction for a distance of 54.82 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 12° 11' 42" and run in a Southeasterly direction for a distance of 183.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 75° 10' 26" and run in a Southwesterly direction for a distance of 353.59 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 24° 10' 15" and run in a Southwesterly direction for a distance of 138.49 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 64° 37' 24" and run in a Southeasterly direction for a distance of 240.34 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 78° 20' 38" and run in a Southwesterly direction for a distance of 163.68 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 91° 17' 08" and run in a Southeasterly direction for a distance of 31.53 feet to an existing iron rebar set by Weygand and to the point of beginning of a curve, said curve being concave in a Southwesterly direction and having a central angle of 21° 54' 32" and a radius of 410.97 feet; thence turn an angle to the right and run in a Southeasterly direction along the arc of said curve for a distance of 157.15 feet to an existing iron rebar set by Weygand; thence turn an angle to the right (9° 52' 59" from the chord of last mentioned curve) and run in a Southeasterly direction for a distance of 195.23 feet to an existing iron rebar set by Weygand and the point of beginning of a curve, said curve being concave in a Northerly direction and having a central angle of 65° 54′ 58″ and a radius of 395.0 feet; thence turn an angle to the left and run in a Southeasterly, Easterly and Northeasterly direction along the arc of said curve for a distance of 454.43 feet, more or less, to the point of beginning.