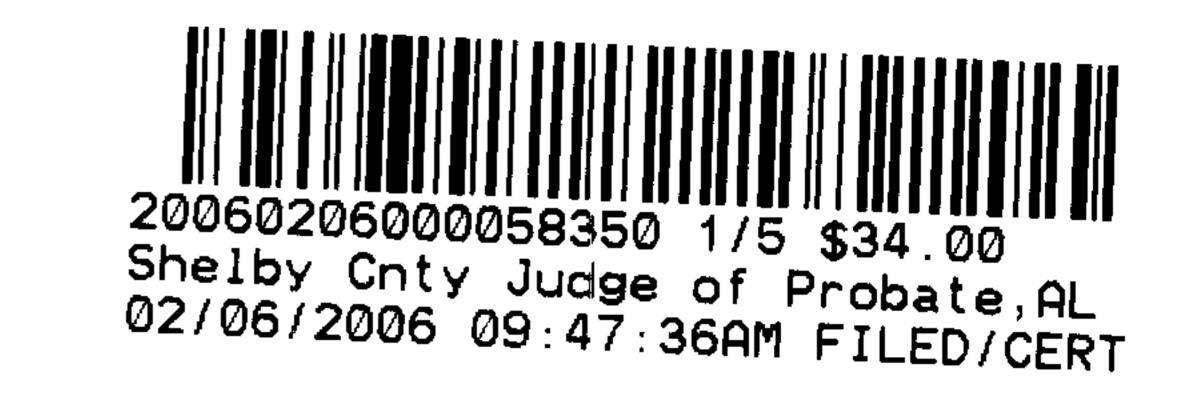
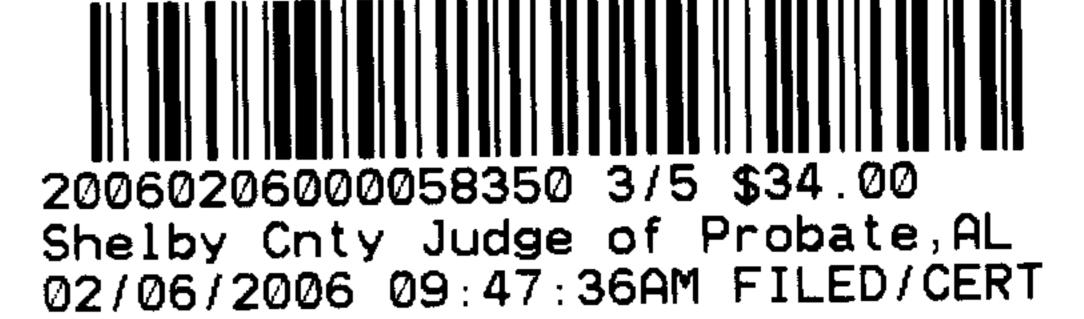
**************************************					
	·		<u>-</u>		



## **UCC FINANCING STATEMENT**

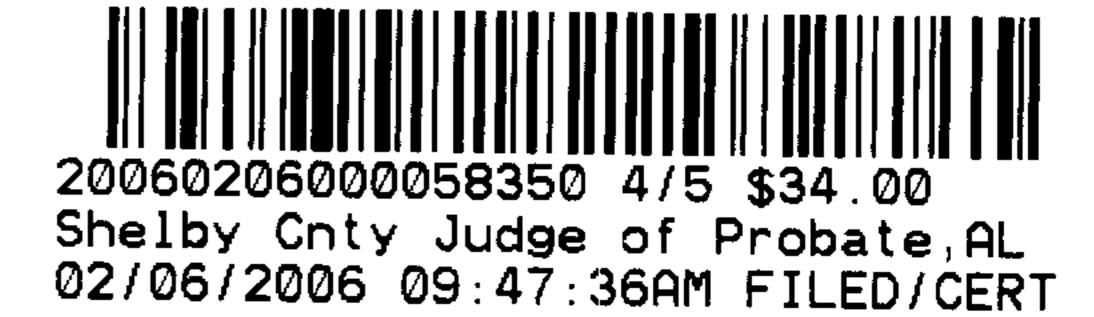
	S (front and back)					
A. NAME & PHONE OF C	ONTACT AT FILE	R [optional]				
R. Burns Logan	MENT TO: /Now	and Addrage)				
B. SEND ACKNOWLEDG	•	ie and Address)				
	<del>-</del>					
1 DERTOR'S EVACTE			· · · · · · · · · · · · · · · · · · ·	E SPACE IS FO	R FILING OFFICE US	SEONLY
1. DED FOR S EXACT FOR THE STATE OF THE STAT	· · · · · · · · · · · · · · · · · · ·	- Insert only <u>one</u> debtor name (1a	or 1b) - do not abbreviate or combine names	····	<u></u>	
AJLOUNY IN	VESTMENTS	S, L.L.C.				
OR 16. INDIVIDUAL'S LAST	NAME	<del></del>	FIRST NAME	MIDDLE	NAME	SUFFIX
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
5517 Parkview Circ			Birmingham	AL	35242	USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION	1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORG	ANIZATIONAL ID #, if any	
	DEBTOR	lim. liability company			· · · · · · · · · · · · · · · · · · ·	NO
2. ADDITIONAL DEBTOR  2a. ORGANIZATION'S NA		LEGAL NAME - insert only <u>one</u> o	debtor name (2a or 2b) - do not abbreviate or cor	mbine names		
OR 2b. INDIVIDUAL'S LAST	NAME		FIRST NAME	MIDDLE	MIDDLE NAME S	
2c. MAILING ADDRESS	2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID #, if any	NO
3. SECURED PARTY'S	NAME (or NAME (	of TOTAL ASSIGNEE of ASSIGNOR	R S/P) - insert only <u>one</u> secured party name (3a d	or 3b)		
3a. ORGANIZATION'S NA	AME					
Compass Bank OR 3b. INDIVIDUAL'S LAST	NIA NAC	<del></del>	EIDOT NAME	NATION COLUMN	NIA RAIT	SUFFIX
30. INDIVIDUAL S LAST	NAIVIE		FIRST NAME	MIDDEE	MIDDLE NAME	
3c. MAILING ADDRESS		·F····································	CITY	STATE	POSTAL CODE	COUNTRY
15 South 20th Stree	¢t		Birmingham	AL	35233	USA
4. This FINANCING STATEME	ENT covers the follow	ving collateral:				
All that callater	al more partic	cularly described in Exh	ibit A, attached hereto and made	e a part herec	of.	
An mai conatei						
4 pages attached	d (Exhibit A a	nd Exhibit B)				
4 pages attached		, and the second	hibit A is or may become fixture	es on the rea	l property describ	ed on
4 pages attached Some or all of the state of		, and the second	hibit A is or may become fixture	es on the rea	l property describ	ed on
4 pages attached Some or all of the state of		, and the second	hibit A is or may become fixture	es on the rea	l property describ	ed on
4 pages attached Some or all of the state of		, and the second	hibit A is or may become fixture	es on the rea	l property describ	ed on
4 pages attached Some or all of the state of		, and the second	hibit A is or may become fixture	es on the rea	l property describ	ed on
4 pages attached Some or all of the Exhibit B	TION [if applicable]:	roperty described on Ex	SIGNEE/CONSIGNOR BAILEE/BAILOR	SELLER/BU	JYER AG. LIEN	ed on

UCC FINANCING STATEMENT ADDENDUM					
FOLLOW INSTRUCTIONS (front and back) CAREFULLY  9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STA	TEMENT				
9a. ORGANIZATION'S NAME					
AJLOUNY INVESTMENTS, L.L.C.					
9b. INDIVIDUAL'S LAST NAME FIRST NAME	MIDDLE NAME, SUFFIX				
10. MISCELLANEOUS:					
This financing statement is recorded as additional security recorded simultaneously herewith.	y for a mortgage				
		l		IS FOR FILING OFFI	CE USE ONLY
11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one r 11a. ORGANIZATION'S NAME	name (11a or 11b) - do not abbrev	iate or combine name	S	······································	
OR 11b. INDIVIDUAL'S LAST NAME	FIDST NAME		AAIDDI E	NIA NAITT	
TIO. INDIVIDUAL S LAST NAIVIE	FIRST NAME		MIDDLE	IN/AIVIE.	SUFFIX
11c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN ADD'L INFO RE 11e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	11f. JURISDICTION OF ORGAN	NIZATION	11g. OR(	SANIZATIONAL ID #, if a	ny
	NAME - insert only <u>one</u> name	(12a or 12b)			
12a. ORGANIZATION'S NAME					
OR 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-extracted collateral, or is filed as a fixture filing.  14. Description of real estate:	16. Additional collateral descri	ption:			
Real property described on Exhibit B, attached hereto and made a part hereof.					
15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):					
	17. Check only if applicable an	•			
				Decedent's Estate	
	18. Check only if applicable and check only one box.				
	Debtor is a TRANSMITTING Filed in connection with a N		ransaction	effective 30 vears	
	Filed in connection with a F			•	



## EXHIBIT A DESCRIPTION OF COLLATERAL

- (a) All that tract or parcel or parcels of land and estates particularly described on Exhibit B attached hereto and made a part hereof (the "Land");
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, 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 and furnishings and personal property of every nature whatsoever actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");
- (c) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (d) 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, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, 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 Debtor of, in and to the same, including but not limited to:
  - (i) All rents, royalties, profits, issues and revenues of the Land and Improvements 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 Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party hereby is authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums



or any part thereof so received, after the payment of all its expenses, including costs and attorneys' 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;

- (e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (f) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above.

20060206000058350 5/5 \$34.00 Shelby Cnty Judge of Probate, AL 02/06/2006 09:47:36AM FILED/CERT

## EXHIBIT B

## PROPERTY DESCRIPTION

Lot 10B, according to the Colonial Promenade Alabaster Survey, as recorded in Map Book 35, Page 102 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

•