

20060310000112750 1/6 \$36.00
 Shelby Cnty Judge of Probate, AL
 03/10/2006 08:52:07AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Cheryl Robinson (205) 879-5959

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Cheryl Robinson
 CORLEY MONCUS, PC
 400 Shades Creek Parkway, Suite 100
 Birmingham AL 35209

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine name

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME STANDRIDGE		FIRST NAME JANET	MIDDLE NAME FARRIS	SUFFIX
1c. MAILING ADDRESS 561 First Street North		CITY Alabaster	STATE AL	POSTAL CODE 35007
1d. TAX ID#: SSN or EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
			1g. ORGANIZATION ID#, if any	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine name

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME ROENSCH		FIRST NAME MARY	MIDDLE NAME FARRIS	SUFFIX
2c. MAILING ADDRESS 561 First Street North		CITY Alabaster	STATE AL	POSTAL CODE 35007
2d. TAX ID#: SSN or EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATION ID#, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name(3a or 3b)

3a. ORGANIZATION'S NAME FIRST COMMERCIAL BANK				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 800 Shades Creek Parkway		CITY Birmingham	STATE AL	POSTAL CODE 35209
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT BEING FILED SIMULTANEOUSLY HERewith, ON WHICH THE APPROPRIATE MORTGAGE TAX IS BEING PAID.

5. ALT. DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Corley Moncus



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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR(1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
	STANDRIDGE	JANET	FARRIS

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine name

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
	ENCK	JOANNE	FARRIS
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
561 First Street North		Alabaster	AL 35007 USA
11d. TAX ID#: SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATION ID#, if any
			<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P -insert only one 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:
 See Attached Exhibit "A".

16. Additional collateral description:

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 and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction -- effective 30 years
- Filed in connection with a Public-Finance Transaction -- effective 30 years

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR(1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME STANDRIDGE	FIRST NAME JANET	MIDDLE NAME FARRIS	SUFFIX
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10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine name

11a. ORGANIZATION'S NAME
GREENBRIAR, LTD.

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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11c. MAILING ADDRESS
561 First Avenue North

CITY Alabaster	STATE AL	POSTAL CODE 35007	COUNTRY USA
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11d. TAX ID#: SSN or EIN

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION
Ltd. Partnership

11f. JURISDICTION OF ORGANIZATION
Alabama

11g. ORGANIZATION ID#, if any

NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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12c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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14. Description of real estate:

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16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction -- effective 30 years

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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) All Construction Contracts (between the Contractors and Debtor providing for the construction of the Project, or any portion thereof), the Architect Contracts (between the Architects and the Debtor providing for the design of the Project, the preparation of the Plans and Specifications, the supervision and inspection of the construction of the Project and the provision of any other architectural services or projects related to the Project), the Plans and Specifications (all plans and specifications for the Project, or any portion thereof), and other Construction documents (1) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (2) all contracts to which the Debtor is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing


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of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (3) all contracts to which the Debtor is a party providing for the management of the construction of any of the Project; (4) all rights of the Debtor as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Debtor is not a party; (5) all payment and performance bonds relating to any of the Project; (6) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (7) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder); 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"



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Commence at the Northwest corner of Section 3, Township 21 South, Range 3 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence South 76 degrees 43 minutes 28 seconds East, a distance of 952.42'; thence South 09 degrees 54 minutes 25 seconds West, a distance of 329.44; thence North 80 degrees 05 minutes 35 seconds West, a distance of 30.50'; thence South 09 degrees 54 minutes 25 seconds West, a distance of 170.00'; thence North 80 degrees 05 minutes 35 seconds West a distance of 26.46'; thence South 09 degrees 54 minutes 25 seconds West, a distance of 120.30'; thence South 80 degrees 12 minutes 00 seconds East, a distance of 7.25'; thence South 05 degrees 19 minutes 25 seconds West, a distance of 132.34'; thence South 84 degrees 40 minutes 35 seconds East, a distance of 29.91'; thence South 05 degrees 19 minutes 25 seconds West, a distance of 198.50'; thence North 78 degrees 56 minutes 46 seconds West, a distance of 198.34'; thence North 68 degrees 22 minutes 09 seconds West, a distance of 109.73; thence North 58 degrees 27 minutes 56 seconds West, a distance of 50.12'; thence North 56 degrees 40 minutes 03 seconds West, a distance of 106.71'; thence North 43 degrees 27 minutes 58 seconds West, a distance of 159.86'; thence North 30 degrees 15 minutes 54 seconds West, a distance of 293.60'; thence North 84 degrees 04 minutes 07 seconds West, a distance of 164.29'; thence North 24 degrees 25 minutes 10 seconds East, a distance of 82.65'; thence North 54 degrees 29 minutes 06 seconds West, a distance of 35.77'; thence North 03 degrees 36 minutes 12 seconds West, a distance of 89.64'; thence North 42 degrees 24 minutes 14 seconds East, a distance of 87.74'; thence North 47 degrees 35 minutes 46 seconds West, a distance of 61.10' to a point of curve to the right having a radius of 325.00' and a central angle of 25 degrees 33 minutes 25 seconds, said curve subtended by a chord bearing North 34 degrees 49 minutes 04 seconds West and a chord distance of 143.77'; thence Northwesterly along the arc of said curve a distance of 144.97'; thence North 22 degrees 02 minutes 20 seconds West, a distance of 69.96'; thence North 67 degrees 57 minutes 40 seconds East, a distance of 203.20'; thence North 15 degrees 01 minutes 38 seconds West, a distance of 54.14' to the POINT OF BEGINNING.

Situated in Shelby County, Alabama.