

20060505000211540 1/3 \$30.00
Shelby Cnty Judge of Probate, AL
05/05/2006 08:08:56AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Leitman, Siegal & Payne, P.C. 600 20th Street North, Suite 400 Birmingham, Alabama 35203 Attn: Phillip G. Stutts, Esq.

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 names

1a. ORGANIZATION'S NAME					
MSR Company, LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
361 Summit Boulevard, Suite 110		Birmingham	AL	35243	USA
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any
		LLC	Alabama		<input checked="" type="checkbox"/> NONE

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

2a. ORGANIZATION'S NAME					
Northwood Crossings, LLC					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
361 Summit Boulevard, Suite 110		Birmingham	AL	35243	
ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any
		LLC	Alabama		<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					
Red Mountain Bank, N.A.					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
5 Inverness Center Parkway		Birmingham	AL	35242	USA

4. This FINANCING STATEMENT covers the following collateral:

The property described in Schedule A attached hereto.

5. ALTERNATIVE DESIGNATION [if applicable]:		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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) [optional]		All Debtors		Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA							

Schedule A to UCC Financing Statement

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Legal Description

Commencing at a point on the face of the Western curb of Access Road 'B' and the Southwestern margin of U.S. Highway 280, being the Northeastern corner of Site 24D of Inverness Center and crossing Access Road 'B' South 54 degrees, 10 minutes, 42 seconds East for a distance of 38.50 feet to an iron pin which is the point of beginning; thence with the Southwestern margin of U.S. Highway 280 a curve to the left with a chord bearing of South 57 degrees, 00 minutes, 52 seconds East for 249.85 feet (R=2915.42 feet, A=249.92 feet) to an iron pin found; thence with Inverness Center Drive for two courses to wit: South 31 degrees, 49 minutes, 16 seconds West for a distance of 203.20 feet to an iron pin; thence a curve to the right with a chord bearing of South 37 degrees, 57 minutes, 31 seconds West for 78.87 feet (R=397.02 feet, A=79.00 feet) to an iron pin; thence with Access Road 'B' North 45 degrees, 20 minutes, 26 seconds West for a distance of 260.98 feet to an iron pin; thence with Access Road 'B' North 35 degrees, 26 minutes, 30 seconds East for a distance of 229.01 feet to the point and place of beginning.

ACCESS ROAD 'B':

Commencing at an iron pin with cap (Paragon) on the Southwestern right of way of U.S. Highway 280, as shown on plat of SITE 24D, and running with U.S. Hwy 280 with a curve to the left with a chord bearing of South 51 degrees, 35 minutes, 06 seconds East for 225.37 feet to a point on face of curb which is the point of beginning; thence from point of beginning running a curve to the left with a chord bearing of South 54 degrees, 10 minutes, 42 seconds East for 38.50 feet to an iron pin on the Bank portion (R=2915.42 feet; L=38.50 feet); thence running with the Bank portion for two courses to wit: South 35 degrees, 26 minutes, 30 seconds West for 229.01 feet to an iron pin; thence South 45 degrees, 20 minutes, 26 seconds East for 260.98 feet to an iron pin on the Western right of way of Inverness Center Drive; thence with Inverness Center Drive for two courses to wit: a non-radial curve to the left with a chord bearing of South 49 degrees, 29 minutes, 14 seconds West for 66.83 feet (R=397.02 feet; L=66.91 feet) to a point; thence South 54 degrees, 20 minutes, 38 seconds West for 72.65 feet to an iron pin; thence leaving Inverness Center Drive and running with Site 24A (MB15-31) for five courses to wit: a non-radial curve the left with a chord bearing of North 04 degrees, 28 minutes, 08 seconds East for 76.43 feet (R=50 feet; L=86.99 feet) to an iron pin; thence North 45 degrees, 18 minutes, 38 seconds West for 128.27 feet to an iron pin; thence a non-radial curve to the left with a chord bearing of North 68 degrees, 17 minutes, 09 seconds West for 18.70 feet (R=25 feet; L=19.17 feet) to a point; thence North 02 degrees, 09 minutes, 02 seconds West for 21.05 feet to an iron pin; thence North 33 degrees, 30 minutes, 06 seconds West for 63.67 feet to a point; thence with Site 24D and more or less with existing curb North 35 degrees, 26 minutes, 30 seconds East for 283.37 feet to point of beginning.

Situated in Shelby County, Alabama.

TOGETHER with all of Borrower's estate, right, title and interest, now owned or hereafter acquired, in:

(a) all buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the Premises; including but without being limited to, all heating, air conditioning and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, under padding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this clause (a) shall be deemed part of the realty covered by this Instrument and not severable

wholly or in part without material injury to the freehold of the Premises (all of the foregoing together with replacements and additions thereto are referred to herein as "Improvements"); and

(b) all compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to a (i) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

(c) return premiums or other payments upon any insurance any time provided for the benefit of or naming LENDER, and refunds or rebates of taxes or assessments on the Premises;

(d) all the right, title and interest of Borrower in, to and under all written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Borrower may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding;


(e) plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Borrower's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;

(f) all contracts, accounts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, deposits, bank accounts, general intangibles (including without limitation trademarks, trade names and symbols), permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Borrower with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees;

(g) all books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein; and

(h) all additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, described herein.

All of the foregoing described collateral is exclusive of any furniture, furnishings or trade fixtures owned and supplied by tenants of the Premises. The Premises, the Improvements, the Leases and all of the rest of the foregoing property are herein referred to as the "Property".


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