

UCC FINANCIN	GSTATEME	NT				' ' LED/CERT
FOLLOW INSTRUCTION	NS (front and back)	CAREFULLY				
A. NAME & PHONE OF C	CONTACT AT FILE	R [optional]				
205-988-9639						
B. SEND ACKNOWLED	GMENT TO: (Name	e and Address)				
Harry W. G	Samble III, Esc	4.				
105 Owens	Parkway					
Suite B						
Birminghar	n, Alabama 35	244				
			THE ABOY	VE SPACE IS FO	R FILING OFFICE U	SE ONLY
1. DEBTOR'S EXACTF	ULL LEGAL NAME-i	nsert only one debtor name (1a or 1b)) - do not abbreviate or combine names			
1a. ORGANIZATION'S N					· · · · · · · · · · · · · · · · · · ·	
REI Prone	rties of Alal	hama IIC				
OR R.E.I. Properties of Alabama, LLC 1b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE	MIDDLE NAME	
						SUFFIX
1c. MAILING ADDRESS	· · · · · · · · · · · · · · · · · · ·		CITY	STATE	POSTAL CODE	COUNTRY
1305 10th Aver				A W		
1d. SEEINSTRUCTIONS		1e. TYPE OF ORGANIZATION	Calera 1f. JURISDICTION OF ORGANIZATION	1a ORG	35040 ANIZATIONAL ID #, if any	USA
	ORGANIZATION '		J	ig. Okto.	NIVIZATIONAL ID #, II ani	'
A ADDITIONAL DEDTO		A Limited Liabili				NONE
2. ADDITIONAL DEBTO 2a. ORGANIZATION'S N		LEGAL NAME - insert only <u>one</u> d	ebtor name (2a or 2b) - do not abbreviate or co	ombine names		
OR 2b. INDIVIDUAL'S LAST	NAME		FIRST NAME		MIDDLE NAME	
				IVIIDDLE	INITOPE NAME	
2c. MAILING ADDRESS	· · · · · · · · · · · · · · · · · · ·	······································		· · · · · · · · · · · · · · · · · · ·		
ZC. MAILING ADDICESS			CITY	STATE	POSTAL CODE	COUNTRY
2d SEEINSTRUCTIONS	I A D DU I I NEO DE T	0- T/DE 0E 0D0 1137171011			· · · · · · · · · · · · · · · · · · ·	
2d. <u>SEEINSTRUCTIONS</u>	ORGANIZATION	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID#, if any	/
	DEBTOR					NONE
3. SECURED PARTY'S	NAME (or NAME of To	OTAL ASSIGNEE of ASSIGNOR S/F) - insert only <u>one</u> secured party name (3a or 3b)			
3a. ORGANIZATION'S N						
BancorpSou		·				
3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE	MIDDLE NAME	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
4680 Highway 280 East			Birmingham	AL	35242	USA
4. This FINANCING STATEM		ng collateral:				
Soo Evhibit !! A !! a	ttachad hamata	and made a next have				

See Exhibit "A" attached hereto and made a part hereot.

					
5. ALTERNATIVE 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 ESTATE RECORDS. Attach Addendum	n the REAL 7. Check to REQ [if applicable] [ADDITIONAL	UEST SEARCH REPO			Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA					

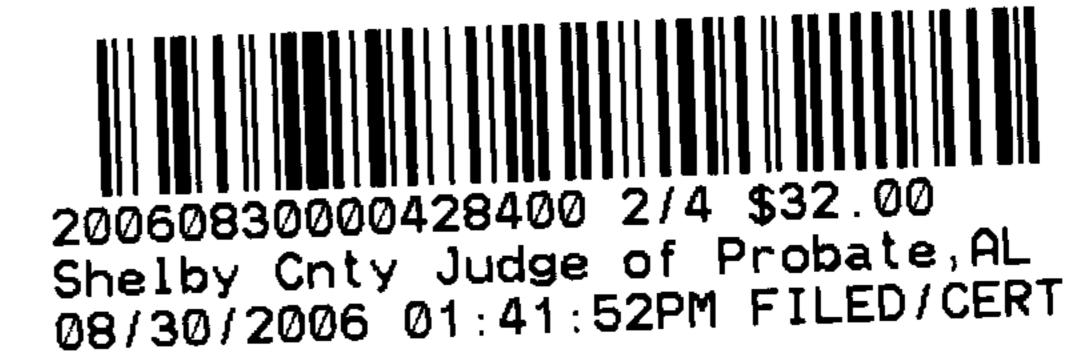


Exhibit A to UCC Financing Statement from R.E.I. Properties of Alabama, LLC ("Debtor") to BancorpSouth ("Secured Party")

All of the following property of Debtor, whether now owned or hereafter acquired or arising, wherever located, to-wit:

Definitions:

"Land" or "Real Estate" or "Mortgaged Property" as used herein shall mean the real estate described on **Schedule 1** attached.

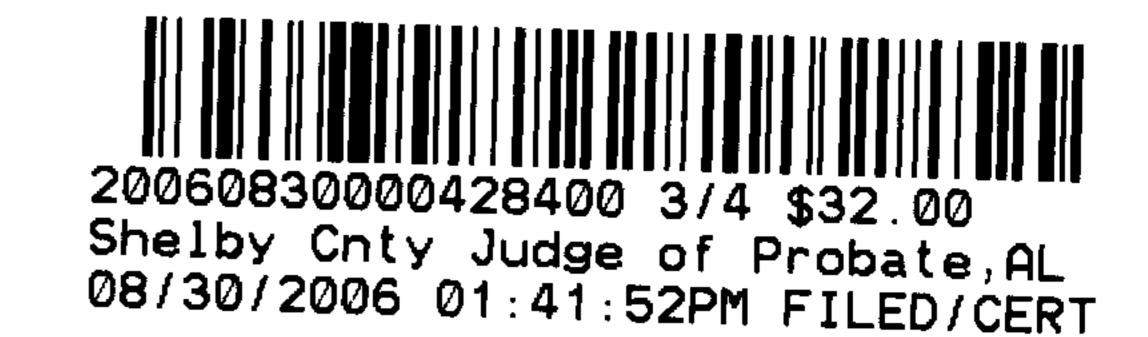
"Improvements" as used herein shall mean, collectively, all buildings, structures, facilities, fixtures, and other improvements now or hereafter located on the Land, and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by the Debtor or in which the Debtor have or shall acquire an interest

"Mortgage" as used herein shall mean the mortgage on the Real Estate executed by Debtor to Secured Party contemporaneously herewith.

A. Personal Property. All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the Improvements located or to be located on the Real Estate whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said property or not, and whether in storage or otherwise, wheresoever the same may be located, including, but without limitation, all lumber and lumber products, bricks, building stones, and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said Improvements.

B. Tenant Leases and Rents.

- (i) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate with respect to which the Debtor is the lessor or sublessor, whether now existing or hereafter made (the "Leases");
- (ii) Any and all guaranties of the lessee's and any sublessee's performance under any of the Leases; and
- (iii) 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 Debtor 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 Real Estate, 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 Real Estate or any Improvements thereon, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate, all such monies, 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 under the Mortgage, the Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents.
- C. <u>Insurance Policies</u>. Each and every policy of hazard insurance now or hereafter in effect which insures the Improvements, the Personal Property, or any part thereof, together with all right, title, and



interest of the Debtor in and to each and every such policy, including any premiums paid on each such policy and rights to returned premiums.

D. <u>General Intangibles and Agreements</u>.

- (i) All general intangibles relating to the development or use of the Real Estate, the Personal Property, or any other property or rights conveyed or encumbered hereby, or the management and operation of any business of the Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals, and other trade secrets.
- (ii) The goodwill of any business conducted or operated on the Real Estate, all governmental permits relating to the construction, renovation or operation thereof, and all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof.
- (iii) All contracts and agreements (including franchise, leasing, management, operating and concession agreements) affecting the Real Estate, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.
- E. <u>Accounts Receivable Collateral</u>. All rights of Debtor to payment for goods sold or leased, or to be sold or to be leased, or for services rendered or to be rendered, howsoever evidenced or incurred, including, without limitation, all accounts, notes, instruments, chattel paper and all returned or repossessed goods and all books, records, computer tapes, programs and ledger books arising therefrom or relating thereto, whether now owned or hereafter acquired or arising.
- F. <u>Deposit Collateral</u>. All property of Debtor left with Secured Party or in its possession now or hereafter, all deposit accounts of Debtor now or hereafter opened with Secured Party, all certificates of deposit issued by Secured Party to Debtor, and all drafts, checks and other items deposited in or with Secured Party by Debtor for collection now or hereafter.
- G. <u>Intangibles Collateral</u>. All general intangibles of every nature of Borrower, whether now existing or hereafter acquired or arising, including, without limitation all: claims; contracts and contract rights; actions or causes of action; goodwill; and books and records in whatever media recorded or stored.
- H. Proceeds. All proceeds (including insurance proceeds) of any of the foregoing, or of any part thereof.
- I. Other Property. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.



SCHEDULE 1

Lots 153, 163 and 237, according to the Survey of Long Branch Estates, Phase II, Final Plat, as recorded in Map Book 36, Page 93, in the Probate Office of Shelby County, Alabama.