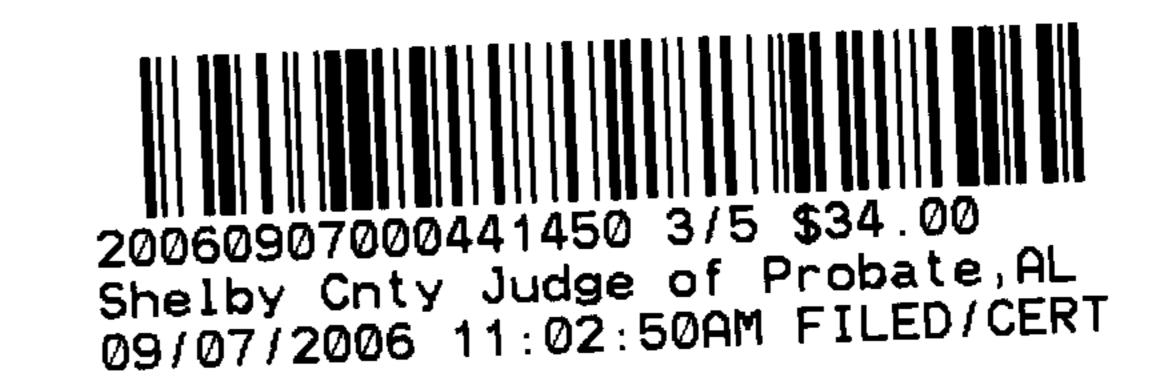


NAME & PHONE OF CONTACT AT FILER [optional]				
SEND ACKNOWLEDGMENT TO: (Name and Address)				
Richard W. Theibert				
Najjar Denaburg, P.C.				
2125 Morris Avenue				
Birmingham, Alabama 35203				
		SPACE IS FO	R FILING OFFICE US	SEONLY
DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name 1a. ORGANIZATION'S NAME	(1a or 1b) - do not abbreviate or combine names			
Foundation - Maplewood Ridge, LLC				
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
ID. HADIAIDONE O ENOT IANIALE				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTR
01 1st Avenue South, Suite 300	Birmingham	AL	35233	USA
ADD'L INFO RE 1e. TYPE OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any		<u> </u>
ORGANIZATION limited liability co.	<b>[</b>	1		
ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only of		ine names		
2a. ORGANIZATION'S NAME	TIC GEORGI Harrie (Za or Zb) - do Hot abbreviate or come		· · · · · · · · · · · · · · · · · · ·	<del> </del>
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
			POSTAL CODE	COUNTR
MAILING ADDRESS	CITY	STATE		
MAILING ADDRESS	CITY	STATE		
ADD'L INFO RE   2e. TYPE OF ORGANIZATION			ANIZATIONAL ID #, if any	
			ANIZATIONAL ID #, if any	
ADD'L INFO RE   2e. TYPE OF ORGANIZATION ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID #, if any	
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ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR  SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNATION ORGANIZATION'S NAME  First Commercial Bank	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID #, if any	<b>[</b> ]
ADD'L INFO RE   2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR  SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNATION ORGANIZATION'S NAME	2f. JURISDICTION OF ORGANIZATION	2g. ORG		[]
ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR  SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNATION ORGANIZATION'S NAME  First Commercial Bank	2f. JURISDICTION OF ORGANIZATION  NOR S/P) - insert only <u>one</u> secured party name (3a or 3	2g. ORG	NAME	SUFFIX
ADD'L INFO RE   2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR   SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNATION'S NAME    Secure   Se	2f. JURISDICTION OF ORGANIZATION  NOR S/P) - insert only <u>one</u> secured party name (3a or 3	2g. ORG		

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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 ESTATE RECORDS. Attach Addendum	[for record] (or recorded)	in the REAL 7. Check to REC [if applicable] [ADDITIONAL	UEST SEARCH REPO	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 2
8 OPTIONAL FILER REFERENCE DATA						

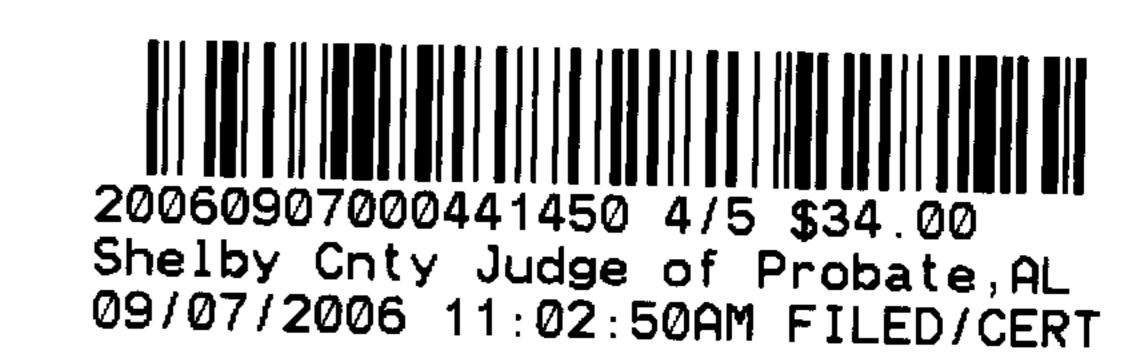
FOLLOW INSTRUCTIONS		ENT ADDENDUM CAREFULLY						
9. NAME OF FIRST DEB	TOR (1a or 1b) O	N RELATED FINANCING STA	ATEMEN	T				
9a. ORGANIZATION'S NA		1 T T (*)						
Foundation - Maplewood Ridge, LLC  9b. INDIVIDUAL'S LAST NAME  FIRST NAME			N	MIDDLE NAME, SUFFIX				
10. MISCELLANEOUS:								
					THE ABOV		IS EOD EILING OFFICE	
11 ADDITIONAL DERTO	R'S EXACT FULL	LEGAL NAME incort only one					IS FOR FILING OFFICE	USEONLY
11a. ORGANIZATION'S N		LEGAL NAME - insert only one r	name (11a	or 11b) - do not abbrev	riate or combine nar	nes		
OR 11b. INDIVIDUAL'S LAST	NAME		FIRST	IAME		MIDDLE	NAME	SUFFIX
11c. MAILING ADDRESS			CITY			STATE	POSTAL CODE	COUNTRY
11d. SEEINSTRUCTIONS	ADD'I INFO RE	11e. TYPE OF ORGANIZATION	115 111	RISDICTION OF ORGA	NIZATION	11- 000	CANUTATIONIAL ID # if	
	ORGANIZATION	TIO. THE CH CROMINE ATTOM	1	NODIC HON OF ORGA	NIZATION	jiig. Ord	SANIZATIONAL ID #, if any	
12. ADDITIONAL SEC	<del></del>	S or ASSIGNOR S/P'S	NAME	insert only one name	(42a as 42b)			NON
12a. ORGANIZATION'S N		<u> </u>		- msert omy <u>one</u> name	(12a OI 12b)			<u>."</u>
OR								
12b. INDIVIDUAL'S LAST	NAME		FIRST NAME			MIDDLE NAME		SUFFIX
12c. MAILING ADDRESS	···-	<del></del>	CITY					
120. WAILING ADDICESS			CITY			STATE	POSTAL CODE	COUNTRY
13. This FINANCING STATEN	1ENT covers tim	ber to be cut or as-extracted	16. Add	litional collateral descri	ntion:			
collateral, or is filed as a	fixture filing.				Ption.			
14. Description of real estate:								
of the Debtor as m	ore particulai	ty and other collateral rly described on made a part hereof.						
5. Name and address of a Ri		bove-described real estate						
(if Debtor does not have a	record interest):							
			17. Che	ck <u>only</u> if applicable an	d check <u>only</u> one bo	OX.		
			Debtor i	s a Trust or T	rustee acting with r	espect to pr	operty held in trust or	Decedent's Estate
			18. Che	ck <u>only</u> if applicable an	d check <u>only</u> one bo	OX.		
				tor is a TRANSMITTING				
			Filed	in connection with a N	Manufactured-Home	Transaction	- effective 30 years	
				l in connection with a F				



## SCHEDULE I TO FINANCING STATEMENT

This financing statement covers the following items (or types) of property:

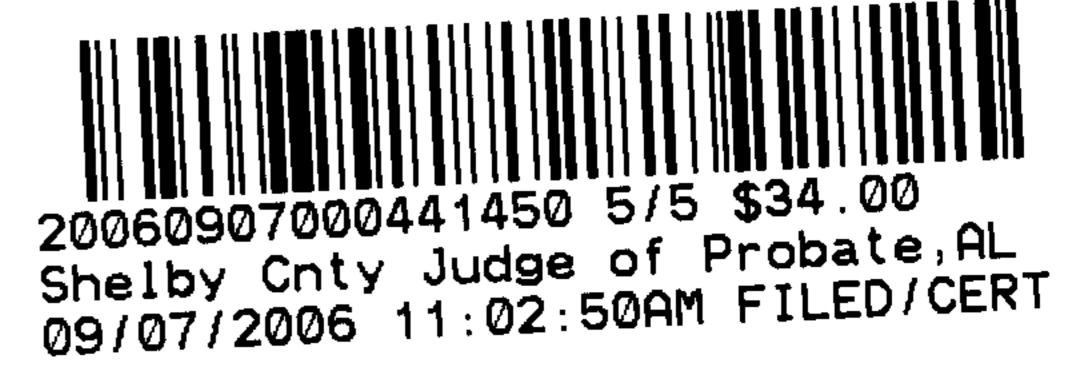
- (a) <u>Land</u>. The land located in Shelby County, Alabama more particularly described in <u>Exhibit A</u>, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").
- (b) <u>Improvements</u>. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "<u>Improvements</u>," and together with the Land called the "<u>Real Property</u>").
- (a) <u>Personal Property</u>. All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located (hereinafter collectively called the "<u>Personal Property</u>").
- (b) <u>Rents and Leases</u>. All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.
- (c) <u>Insurance Policies</u>. All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "<u>Mortgage</u>"), together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.



- (d) <u>Litigation Awards</u>. All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.
- (e) General Intangibles and Agreements. (a) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (b) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, 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; and (c) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, 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.
- (f) <u>Supplemental Documents</u>. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.
  - (g) Proceeds. All proceeds of any of the foregoing.

As used in this Schedule I, **Borrower** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Borrower is a record owner of the Land.



## Exhibit A (Legal Description) (Foundation – Maplewood Ridge, LLC)

A part of NE ¼ of the NE ¼ of Section 36, Township 19 South, Range 3 West, being more particularly described as follows:

Commence at the SE corner of the NE ½ of the NE ½ of Section 36, Township 19 South, Range 3 West; thence run West along the South line of said ½ ½ Section 138.44 feet to an existing iron pin and the point of beginning; thence continue West along the last described course 324.18 feet; thence turn right 116°33'06" and run Northeasterly 247.68 feet to a point on the Southwesterly right of way of Old Montgomery Highway; thence turn right 92°00'40" and run Southeasterly along said right of way line 294.39 feet; thence turn right 90°36'09" and run Southwesterly 92.54 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and except any part of subject property lying within a road right of way.