

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME AND PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

David J. McPherson, Esquire
Troutman Sanders LLP
1660 International Drive
Suite 600, Tysons Corner
McLean, Virginia 22102-3805

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

OR

MATRIX SOUTH, LLC

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

c/o Matrix Realty Group, Inc., 732 Smithtown
Bypass, Suite 200

CITY

Smithtown

STATE

NY

POSTAL CODE

11787

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF
ORGANIZATION
LLC

1f. JURISDICTION OF ORGANIZATION

Alabama

1g. ORGANIZATIONAL ID#, if any

DLL 482-407

☐ 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

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID#, if any

☐ 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

OR

FANNIE MAE

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

c/o Deutsche Bank Berkshire Mortgage, Inc., One
Beacon Street, 14th Floor

CITY

Boston

STATE

MA

POSTAL CODE

02108

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

Debtor's interest in all property located on or used or acquired in connection with the operation and maintenance of the real estate described in the attached Exhibit A, including, without limitation, the collateral described on Schedule A attached hereto and made a part hereof.

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 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

Green Park South MHC (Local) DBBM Loan #: 2968



20061002000486970 2/10 \$44.00
Shelby Cnty Judge of Probate, AL
10/02/2006 02:33:47PM FILED/CERT

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR	9a. ORGANIZATION'S NAME		
	MATRIX SOUTH, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME				
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P'S NAME – insert only one name (12 or 12b)

OR	12a. ORGANIZATION'S NAME				
	DEUTSCHE BANK BERKSHIRE MORTGAGE, INC.				
12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
One Beacon Street, 14th Floor		Boston	MA	02108	USA

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 Exhibit A attached hereto and made a part hereof.

15. Name and address of RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

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
☐ Filed in connection with a Public-Finance Transaction – effective 30 years

SCHEDULE A

DEBTOR: **MATRIX SOUTH, LLC**

SECURED PARTY: **DEUTSCHE BANK BERKSHIRE MORTGAGE, INC.**

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

1. **Improvements.** The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibits A and B attached hereto (the "Land"), including any future replacements and additions (the "Improvements"). Improvements include Manufactured Homes now or hereafter owned by Borrower (Borrower's Homes), if so categorized by State or local law;
2. **Fixtures.** All property which is so attached to the Land, the Improvements, or the Personalty as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (the "Fixtures");
3. **Personalty.** All equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land (the "Personalty"). Personalty includes Manufactured Homes now or hereafter owned by Borrower ("Borrower's Homes"), if so categorized by State or local law. As of this date, the Borrower's Homes are those listed in Exhibit B annexed hereto;
4. **Other Rights.** All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the "Other Rights");

5. **Insurance Proceeds.** All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement (the "Insurance Proceeds");

6. **Awards.** All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "Awards");

7. **Contracts.** All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "Contracts");

8. **Other Proceeds.** All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the "Other Proceeds");

9. **Rents.** All rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract), including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and deposits forfeited by tenants (the "Rents");

10. **Leases.** All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");

11. **Other.** All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Collateral Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. **Imposition Deposits.** Deposits held by the Lender to pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require, (3) taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender (the "Imposition Deposits");

13. **Refunds or Rebates.** All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. **Tenant Security Deposits.** All tenant security deposits which have not been forfeited by any tenant under any Lease;

15. **Names.** All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property.

MATRIX SOUTH, LLC, an Alabama limited liability company

By: National Safe Harbor Exchanges, a California corporation, its sole member

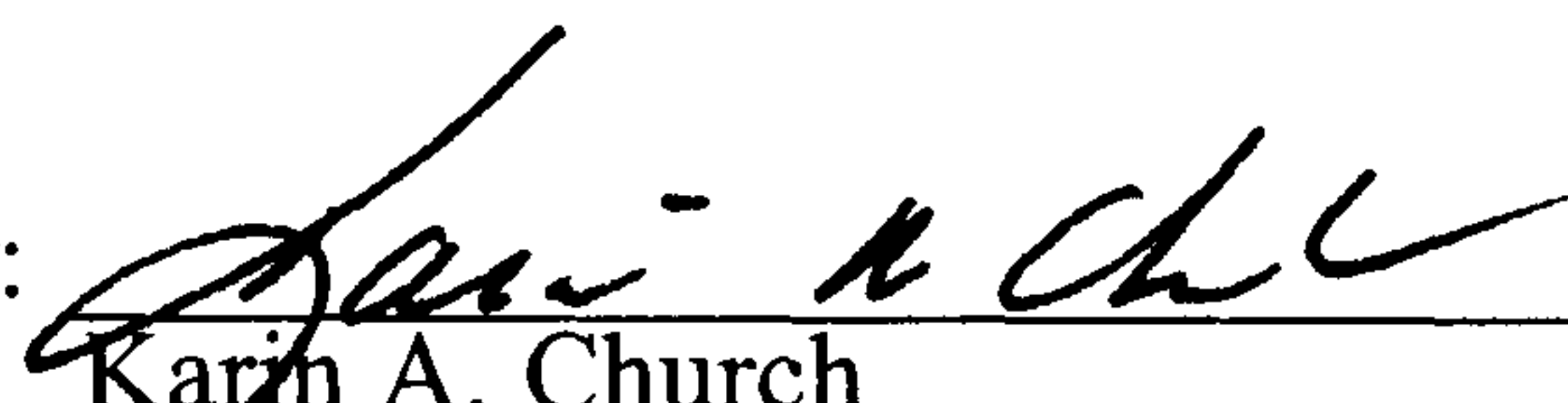
By: 
Karin A. Church
Vice President

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 1326.0 FEET; THENCE 45 DEG. 51 MIN. RIGHT, IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 2025.0 FEET; THENCE 90 DEG. RIGHT, IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 682.0 FEET; THENCE 81 DEG. 04 MIN. RIGHT, IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 663.0 FEET; THENCE 90 DEG. LEFT, IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 500.0 FEET; THENCE 90 DEG. RIGHT, IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 1807.34 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 1; THENCE 55 DEG. RIGHT, IN AN EASTERLY DIRECTION, A DISTANCE OF 844.43 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

A 50 FOOT WIDE PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, THENCE IN A NORTHERLY DIRECTION ALONG THE WESTERLY LINE OF SAID 1/4 1/4 SECTION A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING, SAID POINT BEING IN THE CENTER LINE OF HEREIN DESCRIBED FIFTY FOOT WIDE PARCEL OF LAND, SAID PARCEL BEING 25 FEET EACH SIDE OF HEREIN DESCRIBED CENTER LINE; THENCE 89 DEG. 10 MIN. RIGHT, IN AN EASTERLY DIRECTION, A DISTANCE OF 56.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 73 DEG. 32 MIN., AND A RADIUS OF 119.93 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 153.92 FEET TO END OF SAID CURVE AND THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 23 DEG. 18 MIN. AND A RADIUS OF 242.51 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 98.62 FEET TO END OF SAID CURVE; THENCE NORTHEASTERLY A DISTANCE OF 715.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16 DEG. 02 MIN. 30 SEC., AND A RADIUS OF 354.83 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 99.34 FEET TO END OF SAID CURVE; THENCE NORTHEASTERLY A DISTANCE OF 27.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35 DEG. 26 MIN. 30 SEC. AND A RADIUS OF 313.17 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 193.72 FEET TO END OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 78 DEG. 41 MIN. AND A RADIUS OF 135.26 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 185.75 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LIE OF U.S. HIGHWAY 31 AND END OF HEREIN DESCRIBED 50 FOOT WIDE PARCEL. SITUATED IN SHELBY COUNTY, ALABAMA.

A PARCEL OF LAND LOCATED IN THE W 1/2 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SAID POINT BEING ON THE SOUTH RIGHT OF WAY BOUNDARY OF TRAILER PARK ROAD; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID 1/4 1/4 SECTION, WHICH IS ALSO ALONG SAID SOUTH RIGHT OF WAY BOUNDARY 55.69 FEET TO THE POINT OF BEGINNING OF THE ARC OF A CURVE, TANGENT TO LAST MENTIONED COURSE TURNING TO THE LEFT, HAVING A CENTRAL ANGLE OF 73 DEG. 32 MIN. AND A RADIUS OF 144.93 FEET; THENCE

EASTERLY AND THENCE NORTHEASTERLY ALONG SAID ARC 186.00 FEET TO THE POINT OF BEGINNING OF ANOTHER CURVE, TURNING TO THE RIGHT, TANGENT TO LAST MENTIONED CURVE, HAVING A CENTRAL ANGLE OF 23 DEG. 18 MIN. AND A RADIUS OF 271.51 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST MENTIONED CURVE 88.45 FEET; THENCE NORTHEASTERLY ALONG A LINE TANGENT TO LAST MENTIONED ARC 17.75 FEET (THE LAST MENTIONED THREE COURSES WERE ALONG SAID SOUTH RIGHT OF WAY BOUNDARY OF TRAILER PARK ROAD); THENCE RIGHT 63 DEG. 30 MIN. IN A SOUTHEASTERLY DIRECTION 35 FEET, MORE OR LESS, TO THE CENTERLINE OF BISHOP CREEK; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE 486 FEET, MORE OR LESS, TO INTERSECTION WITH THE WEST BOUNDARY OF SAID 1/4 1/4 SECTION; THENCE NORTHERLY ALONG SAID WEST BOUNDARY 173 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

CENTERLINE OF 8.00 FEET EASEMENT FOR WALK
BEGIN AT THE NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID 1/4 1/4 SECTION 58.00 FEET TO THE POINT OF BEGINNING OF CENTERLINE HEREIN DESCRIBED; THENCE 81 DEG. 58 MIN. LEFT IN A SOUTHEASTERLY DIRECTION 28.10 FEET; THENCE 39 DEG. 00 MIN, RIGHT IN A SOUTHEASTERLY DIRECTION 75 FEET, MORE OR LESS, TO INTERSECTION WITH THE CENTERLINE OF BISHOP CREEK, SAID INTERSECTION BEING THE TERMINUS OF CENTERLINE HEREIN DESCRIBED. SITUATED IN SHELBY COUNTY, ALABAMA.

PART OF LOT 1 JH BANKER'S SUBDIVISION AND PART OF THE SE 1/4 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST AND THE NW 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE NORTH 00 DEG. 02 MIN. 45 SEC. WEST ALONG THE EAST LINE OF SAID 1/4 1/4 SECTION A DISTANCE OF 1,151.65 FEET TO PROPERTY CORNER IN THE CENTERLINE OF BISHOP CREEK; THENCE RUN SOUTH 59 DEG. 29 MIN. 19 SEC. WEST ALONG CENTERLINE OF SAID CREEK 59.70 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 21 DEG. 16 MIN. 11 SEC. WEST ALONG CENTERLINE OF SAID CREEK 159.36 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 56 DEG. 34 MIN. 04 SEC. WEST ALONG CENTERLINE OF SAID CREEK 26.66 FEET TO A PROPERTY CORNER, THENCE RUN ALONG CENTERLINE OF SAID CREEK NORTH 87 DEG. 38 MIN. 50 DEC. WEST A DISTANCE OF 140.35 FEET TO A PROPERTY CORNER; THENCE RUN ALONG THE CENTERLINE OF SAID CREEK NORTH 68 DEG. 19 MIN. 51 SEC. WEST A DISTANCE OF 53.89 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 63 DEG. 53 MIN. 32 SEC. WEST ALONG CENTERLINE OF SAID CREEK 22.40 FEET TO A POINT ON THE DIAGONAL LINE FROM THE NE CORNER OF SUBJECT 1/4 1/4 SECTION TO THE SW CORNER OF SAME SAID 1/4 1/4 SECTION; THENCE CONTINUE NORTH 63 DEG. 53 MIN. 32 SEC. WEST ALONG CENTERLINE OF SAID BISHOP CREEK A DISTANCE OF 101.71 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 70 DEG. 16 MIN. 22 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 53.59 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 59 DEG. 36 MIN. 19 SEC. WEST ALONG THE CENTERLINE OF SAID CREEK A DISTANCE OF 62.77 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 56 DEG. 48 MIN. 01 SEC. WEST ALONG THE CENTERLINE OF SAID CREEK A DISTANCE OF 65.03 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 40 DEG. 55 MIN. 10 SEC WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 68.06 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 19 DEG. 36 MIN. 18 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 48.20 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 24 DEG. 15 MIN. 39 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 56.85 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH

29 DEG. 52 MIN. 59 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 76.33 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 36 DEG. 20 MIN. 45 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 69.25 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 28 DEG. 20 MIN. 41 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 50.82 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 35 DEG. 34 MIN. 16 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 39.42 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 08 DEG. 36 MIN. 24 SEC. EAST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 42.56 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 32 DEG. 15 IN. 53 SEC. EAST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 34.40 FEET TO A PROPERTY CORNER ON THE DIAGONAL (SO CALLED TWENTY ACRE LINE) LINE BETWEEN THE NE CORNER OF SAID SE 1/4 OF THE NE 1/4 AND THE SW 1/4 OF SAME SAID 1/4 1/4; THENCE RUN SOUTH 45 DEG. 50 MIN. 56 SEC. WEST ALONG SAID DIAGONAL LINE A DISTANCE OF 809.57 FEET TO A PROPERTY CORNER REPRESENTING THE SW CORNER OF THE SAID SE 1/4 OF THE NE 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89 DEG. 43 MIN. 11 SEC. EAST ALONG THE SOUTH LINE OF SAID 1/4 1/4 AND THE CENTERLINE OF SAME SAID BISHOP CREEK A DISTANCE OF 610.01 FEET TO A PROPERTY CORNER IN THE CENTERLINE OF SAID CREEK; THENCE RUN NORTH 60 DEG. 22 MIN. 32 SEC. EAST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 87.16 FEET TO A PROPERTY CORNER IN THE CENTERLINE OF SAID CREEK; THENCE RUN NORTH 67 DEG. 18 MIN. 26 SEC. EAST A DISTANCE OF 101.94 FEET TO A STEEL REBAR PROPERTY CORNER; THENCE RUN SOUTH 67 DEG. 18 MIN. 21 SEC. EAST AND 4.51 FEET NORTH OF AND NEARLY PARALLEL TO AN EXISTING INDUSTRIAL FENCE A DISTANCE OF 764.54 FEET TO A FOUND CRIMPED PIPE CORNER ON THE WESTERLY MARGIN OF U.S. HIGHWAY NO. 31, AKA, PELHAM PARKWAY; THENCE RUN NORTH 27 DEG. 35 IN. 30 SEC. EAST ALONG SAID MARGIN OF SAID HIGHWAY A DISTANCE OF 73.53 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 67 DEG. 23 IN. 27 SEC. WEST A DISTANCE OF 173.65 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 36 DEG. 40 MIN. 19 SEC. EAST A DISTANCE OF 46.35 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 35 DEG. 01 MIN. 49 SEC. WEST A DISTANCE OF 48.32 FEET TO A PROPERTY CORNER ON THE EAST LINE OF THE NE 1/4 OF THE SE 1/4 OF SAME SAID SECTION 1; THENCE RUN NORTH 00 DEG. 02 MIN. 19 SEC. WEST ALONG THE EAST LINE OF THE SAID NE 1/4 OF THE SE 1/4 OF SAME SECTION 1 A DISTANCE OF 79.04 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTH 45 DEG. 50 MIN. 56 SEC. WEST A DISTANCE OF 476.35 FEET TO A POINT IN THE CENTERLINE OF BISHOP CREEK AND THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE RUN NORTH 63 DEG. 53 MIN. 32 SEC. WEST ALONG THE CENTERLINE OF BISHOP CREEK A DISTANCE OF 101.71 FEET TO A POINT; THENCE RUN NORTH 70 DEG. 16 MIN. 22 SEC. WEST ALONG SAID CENTERLINE OF SAID CREEK 53.59 FEET TO A POINT; THENCE RUN SOUTH 59 DEG. 36 MIN. 19 SEC. WEST ALONG CENTERLINE OF SAID CREEK 62.77 FEET TO A POINT; THENCE RUN SOUTH 56 DEG 48 MIN 01 SEC WEST ALONG CENTERLINE OF SAID CREEK 65.03 FEET TO A POINT; THENCE RUN SOUTH 40 DEG 55 MIN 10 SEC WEST ALONG THE CENTERLINE OF SAID CREEK 68.06 FEET TO A POINT; THENCE RUN SOUTH 19 DEG 36 MIN 18 SEC WEST ALONG CENTERLINE OF SAID CREEK 48.20 FEET TO A POINT; THENCE RUN SOUTH 24 DEG 14 MIN. 39 SEC WEST ALONG CENTERLINE OF SAID CREEK 56.85 FEET TO A POINT; THENCE RUN SOUTH 29 DEG M52 MIN 59 SEC WEST ALONG CENTERLINE OF SAID CREEK 76.33 FEET TO A POINT; THENCE RUN SOUTH 36 DEG 20 MIN 45 SEC WEST ALONG CENTERLINE OF SAID BISHOP CREEK 69.25 FEET TO A POINT; THENCE RUN SOUTH 28 DEG 20 MIN

THENCE RUN SOUTH 35 DEG 34 MIN 16 SEC WEST ALONG CENTERLINE OF SAID CREEK 39.42 FEET TO A POINT; THENCE RUN SOUTH 08 DEG 36 MIN 24 SEC EAST ALONG CENTERLINE OF SAID CREEK 42.56 FEET TO A POINT; THENCE RUN SOUTH 32 DEG 15 MIN 53 SEC EAST ALONG CENTERLINE OF SAID CREEK 34.40 FEET TO A POINT; THENCE NORTH 45 DEG 50 MIN 56 SEC EAST A DISTANCE OF 607.41 TO THE POINT OF BEGINNING SITUATED IN SHELBY COUNTY, ALABAMA.

BEGINNING AT THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTH 45 DEG 50 MIN 56 SEC WEST A DISTANCE OF 476.34 FEET TO A POINT IN THE CENTERLINE OF BISHOP CREEK; THENCE RUN SOUTH 63 DEG 53 MIN 32 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 22.40 FEET TO A POINT; THENCE RUN SOUTH 69 DEG 19 MIN 51 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 53.89 FEET TO A POINT; THENCE RUN SOUTH 87 DEG 38 MIN 50 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 140.35 FEET TO A POINT; THENCE NORTH 56 DEG 34 MIN 04 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 26.66 FEET TO A POINT; THENCE RUN NORTH 21 DEG 16 MIN 11 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 159.36 FEET TO A POINT; THENCE RUN NORTH 59 DEG 29 MIN 19 SEC EAST ALONG CENTERLINE OF SAID CREEK 61.31 FEET TO A POINT ON THE EAST LINE OF SAID SE 1/4 OF NE 1/4 OF SAID SECTION 1; THENCE RUN NORTH 00 DEG 30 MIN 24 SEC WEST ALONG SAID EAST LINE OF SAID 1/4 1/4 A DISTANCE OF 173.00 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

Tax Parcel Identification Numbers:

131011001002
131014001001
143062001009
131011001011
143062001006
143062001008

20061002000486970 10/10 \$44.00
Shelby Cnty Judge of Probate, AL
10/02/2006 02:33:47PM FILED/CERT

EXHIBIT B

NOT APPLICABLE

New/Used	Year	Manufacturer's Name	Model Name and Model No.	Manufacturer's Serial No.	Length x Width
<input type="checkbox"/>	No Certificate of Title has been issued <input type="checkbox"/>		Manufacturer's Certificate of Origin Dated _____		
<input type="checkbox"/>	Certificate of Title No. _____		State of _____	<input type="checkbox"/> Copy <input type="checkbox"/> Original Attached	
Lot #	Street		City	County	State Zip Code

New/Used	Year	Manufacturer's Name	Model Name and Model No.	Manufacturer's Serial No.	Length x Width
<input type="checkbox"/>	No Certificate of Title has been issued <input type="checkbox"/>		Manufacturer's Certificate of Origin Dated _____		
<input type="checkbox"/>	Certificate of Title No. _____		State of _____	<input type="checkbox"/> Copy <input type="checkbox"/> Original Attached	
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Lot #	Street		City	County	State Zip Code

Borrower's Initials: KB