

20061208000596500 1/3 \$30.00
Shelby Cnty Judge of Probate, AL
12/08/2006 11:32:12AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] John G. McCullough
B. SEND ACKNOWLEDGMENT TO: (Name and Address) McCullough Payne & Haan, LLC 171 17th Street, NW, Suite 975 Atlanta, Georgia 30363

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				
1b. INDIVIDUAL'S LAST NAME Schein		FIRST NAME Susan	MIDDLE NAME S.	SUFFIX
1c. MAILING ADDRESS 1406 Sutherland Place		CITY Pelham	STATE Ala.	POSTAL CODE 35209
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL 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 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. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL 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 GMAC Bank				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 6985 Union Park Center, Suite 435		CITY Midvale	STATE UT	POSTAL CODE 84047

4. This FINANCING STATEMENT covers the following collateral:

All of the property of Debtor described on Exhibit "B" attached hereto and made a part hereof. See Exhibit "A" attached hereto for description of real estate.

Record Owner of the real estate is Susan S. Schein.

This UCC filing is additional security for that certain Real Estate Mortgage and Security Agreement between Secured Party and Debtor, securing an indebtedness in the sum of \$2,257,592.78.

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) [optional]		All Debtors			
8. OPTIONAL FILER REFERENCE DATA	Debtor 1		Debtor 2			

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel I [Chrysler Property]

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 24, Township 20 South, Range 3 West; thence run in an Easterly direction along the North line of the Northwest quarter of the Southwest quarter of Section 24, Township 20 South, Range 3 West, for a distance of 808.01 feet to a point on the Easterly right of way line of U.S. Highway #31 South, said point being the point of beginning; from point of beginning thus obtained, thence turn an angle to the right of 98 degrees 52 minutes 34 seconds and run in a Southwesterly direction along the Easterly right of way line of U.S. Highway #31 South for a distance of 656.59 feet; thence turn an angle of 90 degrees to the left and run in a Southeasterly direction for a distance of 331.71 feet; thence turn an angle to the left of 90 degrees and in a Northeasterly direction for a distance of 656.59 feet; thence turn an angle to the left of 90 degrees and run in a Northwesterly direction for a distance of 331.71 feet to the point of beginning. Situated in Shelby County, Alabama.

Parcel II [Chevrolet Property]

A part of the NE 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of Section 24, Township 20 South, Range 3 West, of the Huntsville Principal Meridian, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner of Section 24, Township 20 South, Range 3 West, H.P.M., Shelby County, Alabama and run thence Easterly along the North line of said Section a distance of 969.58 feet to an existing steel corner set on the Easterly right of way line of U.S. Highway No. 31 and the point of beginning of the property being described; thence continue along last described course a distance of 702.31 feet to an existing steel corner; thence turn a deflection angle of 106 degrees 26 minutes 00 seconds to the right and run Southwesterly a distance of 190.51 feet to an existing steel corner; thence turn a deflection angle of 6 degrees 59 minutes 10 seconds to the left and run a distance of 369.30 feet to an existing steel pin, thence turn a deflection angle of 69 degrees 00 minutes 18 seconds to the right and run a distance of 37.50 feet to an existing corner, thence turn a deflection angle of 69 degrees 00 minutes 18 seconds to the left and run Southwesterly a distance of 74.13 feet to an existing corner in or near the centerline of a chert based road serving a Pelham Water Storage Tank, thence turn a deflection angle of 69 degrees 00 minutes 18 seconds to the right and run west southwesterly along the approximate centerline of said chert road a distance of 408.93 feet to an existing corner set on the same said Easterly right of way line of U.S. Highway No. 31 in a curve to the left having a central angle of 4 degrees 49 minutes 24 seconds and a radius of 3,877.97; thence run Northwesterly along the arc of said right of way line an arc distance of 326.46 feet to the P.T. of said curve, thence continue along the tangent of said curve and along the same said right of way line of same said Highway No. 31 a tangent distance of 396.65 feet to the point of beginning.

UCC FINANCING STATEMENT ADDENDUM
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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
Schein, Susan S.

EXHIBIT "B"

1. All fixtures, fittings, furnishings, appliances, apparatus, equipment, and machinery, including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air conditioning, plumbing, and heating fixtures, mirrors, mantles, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material, supplies and equipment now located on or hereafter delivered to the real property described on Exhibit "A" attached hereto and made a part hereof (the "Fee Property") and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the Fee Property and intended to be installed therein but only to the extent said personalty constitutes "fixtures" as provided for in the Alabama Commercial Code, Section 7-9A-102(a)(41); and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof and all of the estate, right, title and interest of the Debtor in and to all property of any nature whatsoever, now or hereafter situated on the Fee Property or intended to be used in connection with the operation thereof; all leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items, and all deposits made therefor; and

2. All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created of the Fee Property or personal property described in Paragraph 1, above, or any part thereof; and

3. To the extent provided in the Real Estate Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement between the parties, all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Fee Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Fee Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets; and

4. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

5. All rights of Debtor in and to all tradenames, service marks, logos and goodwill now or hereafter used, reserved, or otherwise related to the Fee Property.