FOL A. N.	Mayn: 1901 2400	S (front and band band) NTACT AT FILER ill (205) 25	ck) CAREFULLY R (optional) 54-1000 and Address) ale, P.C. oth t Plaza				
				THE ABOVE SPACE		NG OFFICE USE ON	LY
1. D	1a. ORGANIZATION'S N	<u></u>	- Insert only <u>one</u> debtor name (1	a or 1b) – do not abbreviate or combine na	imes		
OR	Dunavant Square, LLC			FIRST NAME	MIDDLE NAME		SUFFIX
1c. M	AILING ADDRESS 9 Office Park Circ	do Suito 101		CITY Birmingham	STATE	POSTAL CODE 35223	COUNTRY
1d. <u>S</u> l	EE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION AL		NIZATIONAL ID #, if any	None
OR 2c. M	2b. INDIVIDUAL'S LAST NAME MAILING ADDRESS			FIRST NAME CITY 2f. JURISDICTION OF ORGANIZATION	MIDDLE NAME STATE POSTAL CODE 2g. ORGANIZATIONAL ID #, if ar		SUFFIX COUNTRY
2u. <u>s</u>	EE INSTRUCTIONS	ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION				None
3. S			E of TOTAL ASSIGNEE of ASSIGNATION	GNOR S/P) - insert only <u>one</u> secured party	name (3a or 3	3b)	
	3a. ORGANIZATION'S NAME First American Bank OR 3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME		SUFFIX
OR				CITY	STATE	POSTAL CODE 35203	COUNTRY
	MAILING ADDRESS 1927 First Avenu	ie North		Birmingham			
3c. M 4. Th Proje	his FINANCING STATEM See Schedule I a BE FILED IN: Shelby Co ect:/ MCG # 38	MENT covers the and Exhibit A attached and Exhibit A attached at 18-400	ched hereto and made a part her		SELLER/BUYEF	R	N-UCC FILING

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)



20061228000633240 2/5 \$34.00 Shelby Cnty Judge of Probate, AL 12/28/2006 01:22:39PM FILED/CERT

UCC FINANCING STATEMENT ADDENDUM

10. MISCELLANEOUS:

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

9a. ORGANIZATION'S NAME

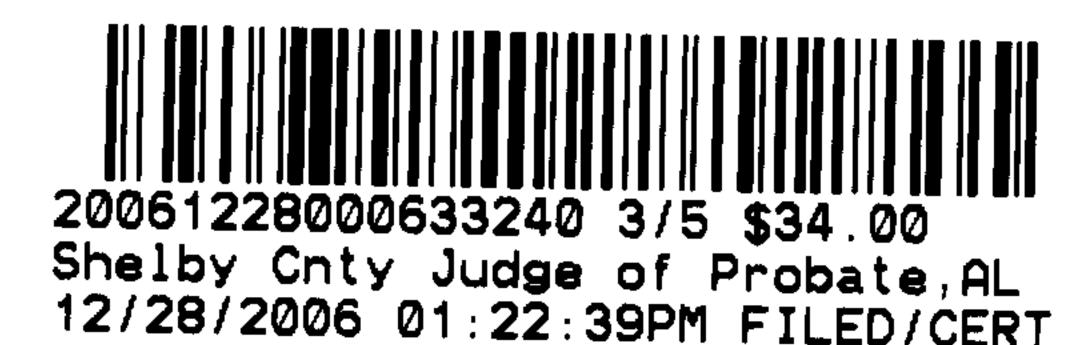
Dunavant Square, LLC

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

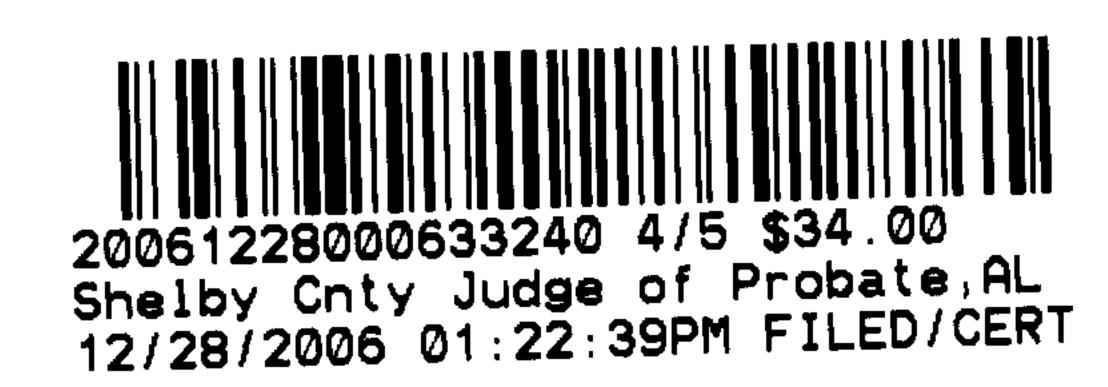
	THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY								
11.	ADDITIONAL DEBTO	OR'S EXACT FUL	L LEGAL NAME – insert only <u>or</u>	e debtor name (11a or 11	b) – do not abbreviate or co	mbine names			
	11a. ORGANIZATION'S	NAME							
OR	11b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDL	E NAME	SUFFIX		
11c. l	MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY		
11d.	11d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION			11f. JURISDICTION OF OF	RGANIZATION 11g. O	11g. ORGANIZATIONAL ID #, if any			
12.	ADDITIONAL SECU	JRED PARTY'S	OR ASSIGNOR S/P's NAMI	E - insert only <u>one</u> name (1	12a or 12b)				
	12a. ORGANIZATION'S	NAME							
OR	12b. INDIVIDUAL'S LAS	12b. INDIVIDUAL'S LAST NAME			MIDDL	E NAME	SUFFIX		
12c.	MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY		
13. 14.	collateral, or is filed as a Description of real estate: See Schedule I and Ex	fixture filing. Thibit A attached has been compared to the co	ereto above-described real estate (if	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 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 "Improvements," and together with the Land called the "Real Property").
- (c) <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 "Personal Property").
- (d) <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.
- (e) <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 "Mortgage"), 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.



- (f) <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.
- 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; (2) 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 (3) all contracts and agreements (including but not limited to any and all Sales Contracts and any other construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by this Agreement, or used or useful in connection therewith, whether now or hereafter entered into.
- (h) <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.
 - (i) Proceeds. All proceeds of any of the foregoing.

As used in this Schedule I, the following terms are defined as follows:

"Borrower" means the debtor(s) described in this financing statement.

"Sales Contracts" means any contract or agreement by which a sale, conveyance or other disposition of the Real Property is effectuated by the Borrower, including but not limited to any such contract between the Borrower and Thornton Construction Company, Inc.

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.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

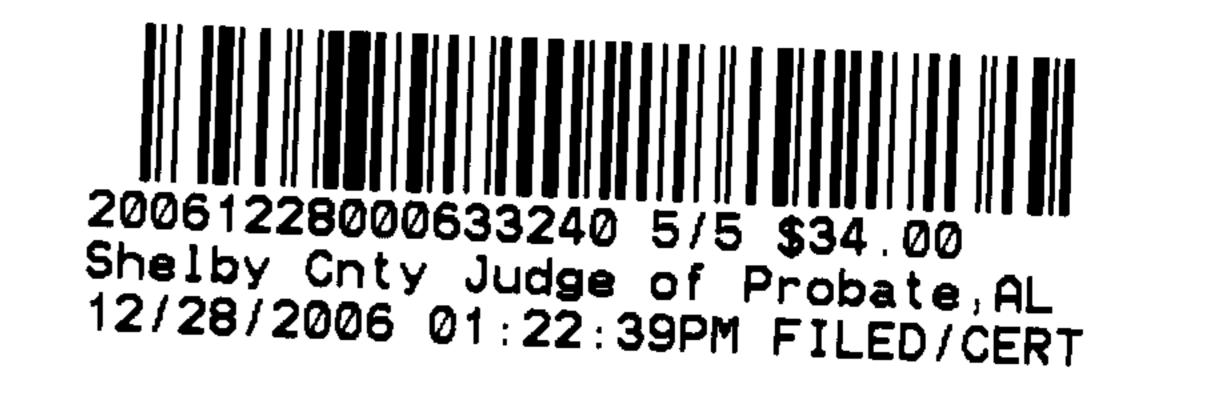


EXHIBIT A

(Land Description)

All of the NE 1/4 of the SW 1/4 of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, lying west of Shelby County Highway #41.