20070116000023500 1/5 \$34.00
20070116000023500 1/3 334.00 Shelby Cnty Judge of Probate, AL 01/16/2007 03:11:08PM FILED/CERT

## UCC FINANCING STATEMENT

A. NAME & PHONE OF CONTACT AT FILER [optional]
Nia Glaze (205) 521-8996

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

David Stephenson
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

			E - insert only <u>one</u> debtor name (1a	or 1b) - do not abbreviate or combine names				
	1a. ORGANIZATION'S NAI Morrow-Greyston							
	1b. INDIVIDUAL'S LAST N.	-		FIRST NAME	MIDDLE	NAME	SUFFIX	
1c. N	MAILING ADDRESS		······································	CITY	STATE	POSTAL CODE	COUNTRY	
820 Shades Creek Parkway, Suite 2300				Birmingham	AL	35209	U.S.A.	
		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORG/	ANIZATIONAL ID #, if any	NONE	
<b>∩</b> □	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  2b. INDIVIDUAL'S LAST NAME  FIRST NAME  SUFFIX							
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY		
		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID #, if any	NONE	
ΛP	3a. ORGANIZATION'S NAME Regions Bank	VIE	of TOTAL ASSIGNEE of ASSIGNOR	R S/P) - insert only <u>one</u> secured party name (3a	or 3b)	NAME	SUFFIX	
3c. MAILING ADDRESS P.O. Box 11007				CITY Birmingham	STATE	POSTAL CODE 35288	COUNTRY U.S.A.	

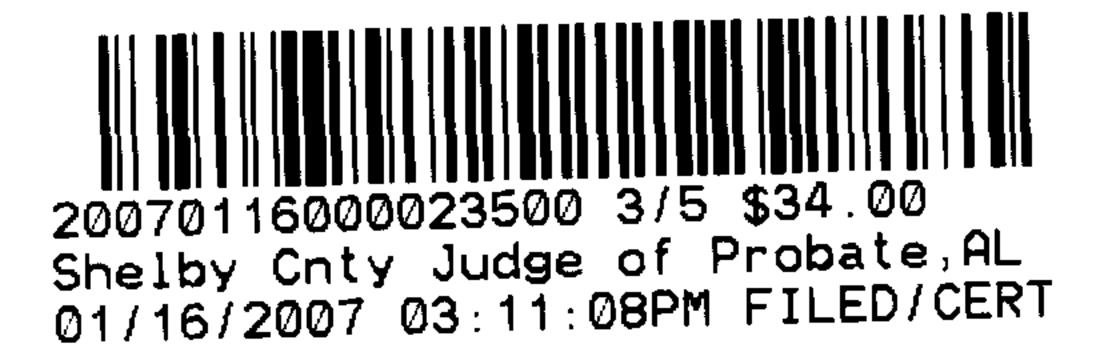
4. This FINANCING STATEMENT covers the following collateral:

See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

Inst. 2007116000033490

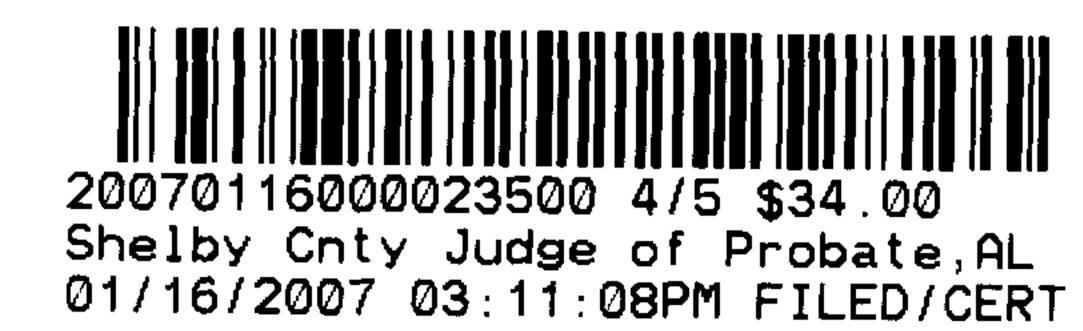
5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR CO	ONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed   ESTATE RECORDS. Attach Addendum	for record] (or recorded) in the	REAL 7. Check to RECoplicable [ADDITIONAL	UEST SEARCH REPOR	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA						
R0911-88197 filed with the Judge	of Probate of Shelby	County, AL (fixtu	re filing)			
			ومناكرين بمناسبين أسيريانا المتالية			

	C FINANCING STATEME! OW INSTRUCTIONS (front and back) C							
	AME OF FIRST DEBTOR (1a or 1b) ON		TEMEN	JT				
_	9a. ORGANIZATION'S NAME							
	Morrow-Greystone, LL	C						
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NAME, SUFFIX				
10. N	/ISCELLANEOUS:							
11. A	ADDITIONAL DEBTOR'S EXACT FULL	LEGAL NAME - insert only <u>one</u> n	name (11	a or 11b) - do not abbrev			IS FOR FILING OFFI	CE USE ONLY
	11a. ORGANIZATION'S NAME							
OR	11b. INDIVIDUAL'S LAST NAME		FIRST	NAME		MIDDLE	NAME	SUFFIX
110	MAILING ADDRESS	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	CITY		<del></del>	07.175	Tagari, agar-	
110.1	WINIELING ADDITIESS		CITY			STATE	POSTAL CODE	COUNTRY
11d. 1	TAX ID #: SSN OR EIN ADD'L INFO RE 1 ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	11f.JU	RISDICTIONOFORGAN	NIZATION	11g. OR0	GANIZATIONAL ID #, if a	iny NONE
12.	ADDITIONAL SECURED PARTY'S 12a. ORGANIZATION'S NAME	or ASSIGNOR S/P'S	NAM	E - insert only <u>one</u> name	(12a or 12b)			
OR	12b. INDIVIDUAL'S LAST NAME		FIRST	NAME	<u> </u>	MIDDLE	NAME	SUFFIX
120 1	VAILING ADDRESS							
			CITY			STATE	POSTAL CODE	COUNTRY
С	timber of real estate.	er to be cut or as-extracted	16. Ac	iditional collateral descri	ption:			
	See Exhibit A attached has a part hereof.	ereto and made						
15. N	Name and address of a RECORD OWNER of ab	ove-described real estate						
	if Debtor does not have a record interest):							
			17. Ch	eck only if applicable and	d check <u>only</u> one box	•		
				is a Trust or T eck only if applicable and			roperty held in trust or	Decedent's Estate
				btor is a TRANSMITTING				
			<del>,</del>	ed in connection with a N			•	
•			F-110	ed in connection with a P	rublic-Finance Transa	iction — el	rrective 30 years	



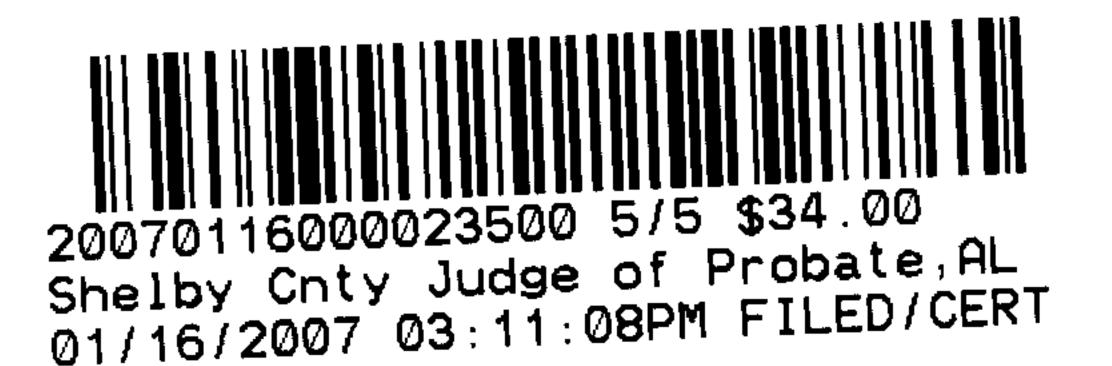
# SCHEDULE I TO UCC FINANCING STATEMENT BY AND BETWEEN MORROW-GREYSTONE, LLC, AS DEBTOR, AND REGIONS BANK, AS SECURED PARTY

- A. The real estate described on <u>Exhibit A</u> attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Improvements").
- B. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C. (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Debtor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");
  - (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
  - (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 of the Improvements, 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 the Improvements, 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 or any of the Improvements, all such moneys, 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, the Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and



- (iv) any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Debtor hereby appoints the Secured Party as the Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.
- D. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Improvements.
- E. 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, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

### EXHIBIT A



### [Legal Description]

A parcel of land being part of that certain tract of land as described and recorded in Real Book 2, Page 206, in the Office of the Judge of Probate for Shelby County, Alabama and lying in the Northeast Quarter of Section 29, Township 18 South, Range 1 West, said Shelby County, Alabama and being more particularly described as follows:

Commence at a pine knot found marking the Northwest Corner of the Southwest Quarter of the Northeast Quarter of said Section 29; thence N 00'16'54" W along the westerly line of the Northeast Quarter of said Section 29 for a distance of 221.77 feet to a 1.5" open top pipe found; thence departing said westerly line N 88'53'33" E for a distance of 1329.26 feet to an axle found in place on the easterly line of the Northwest Quarter of the Northeast Quarter of said Section 29; thence S 00°10′35" E for a distance of 224.05 feet to a 3/4" crimped pipe found marking the Northeast Corner of the Southwest Quarter of the Northeast Quarter of said Section 29; thence S 63'46'50" E for a distance of 420.57 feet to a capped rebar found (LS#12579) in place on the northwesterly right—of—way line of Alabama Highway No. 119; thence S 25'06'07" W along said northwesterly right-of-way line for a distance of 582.90 feet to a capped rebar found (LS#12579); thence departing said northwesterly right—of—way line N 62°35'29" W for a distance of 420.97 feet to a capped rebar found (PARKS); thence S 25'05'55" W for a distance of 25.02 feet to a capped rebar found (PARKS); thence N 62°32'16" W for a distance of 64.26 feet a capped rebar found (PARKS); thence S 24°57'41" W for a distance of 257.00 feet a 5/8" capped rebar set (SMW LS 19753); thence S 23'08'45" W for a distance of 264.78 feet a capped rebar found (LS#12579); thence S 89'07'32" W for a distance of 800.17 feet to a 3" capped pipe (illegible) found in place on the westerly line of the Northeast Quarter of said Section 29; thence N 00°16'26" W for a distance of 978.16 feet to the Point of Beginning. Said described parcel of land contains 36.28 acres, more or less.