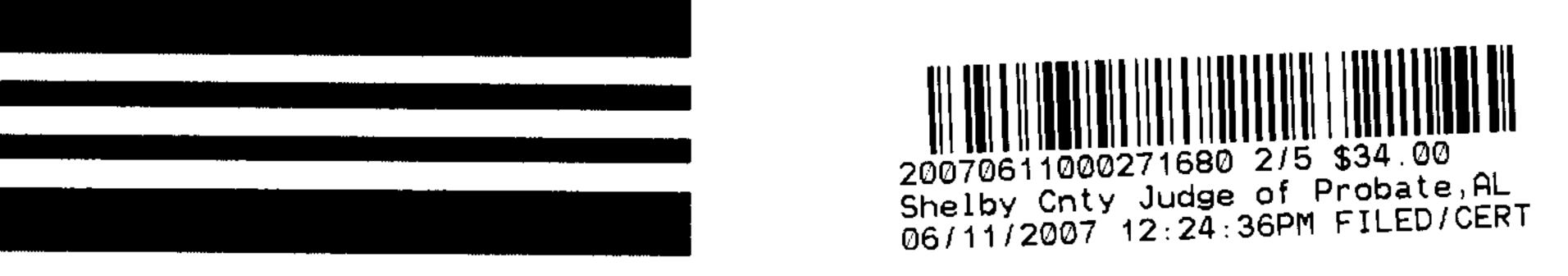


AMENDED UCC-1

THIS UCC-1 IS BEING RE-RECORDED TO A	DD THE CORRECT LEGAL DESCRIPTION
REPLACING THE EXHIBIT "A" OF UCC-1 R	ECORDED IN INSTRUMENT NUMBER:
20061024000523130	
OFFICE OF SHELBY COUNTY, ALABAMA.,	10/24/06 for 5/2,000.





UCC FINANCING STATEMENT				Shelby Cnty Judge of Probate,AL 10/24/2006 08:38:00AM FILED/CERT			
	ONS (front and back) CAREFULLY						
Lisa Parker 205	F CONTACT AT FILER [optional]						
	DGMENT TO: (Name and Address)						
	DOMERT TO. (Rame and Address)		1				
Najiar Den	aburg, P.C.		//))				
2125 Morr			[[
	m, AL 35203			9/1/5			
1 DERTOP'S EVAC			SPACE IS FO	OR FILING OFFICE US	SE ONLY		
1a. ORGANIZATION	T FULL LEGAL NAME - insert only <u>one</u> debtor name (1.	a or 1b) - do not abbreviate or combine names		<u> </u>			
i	Investments, LLC						
OR 15. INDIVIDUAL'S LA		TEIDOTALLE.					
I S. MUDITION CO.		FIRST NAME	MIDDLE	NAME	SUFFIX		
1c. MAILING ADDRESS	······································	CITY	STATE	POSTAL CODE	COUNTRY		
2148 Pelham Park	way, Building 600	Pelham	AL	35124			
1d. TAX ID #: SSN OR E		1f. JURISDICTION OF ORGANIZATION		ANIZATIONAL ID #, if any	USA		
	ORGANIZATION Corporation	Alabama	19. 0110 	CITIZATIONAL 10 #, II any	NONE		
2. ADDITIONAL DEB	TOR'S EXACT FULL LEGAL NAME - insert only one	debtor name (2a or 2b) - do not abbreviate or comb	ine names		FIACINE		
2a. ORGANIZATION	SNAME						
OR St. IMPRIME	······································						
26. INDIVIDUAL'S LA	ST NAME	FIRST NAME	MIDDLE	MIDDLE NAME			
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY		
2d. TAX ID #: SSN OR E	The second secon	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID #, if any			
	ORGANIZATION DEBTOR) - 		. г—		
3. SECURED PART	Y'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNO	R S/P) - insert only one secured party name (3a or 3	<u></u>		NONE		
3a. ORGANIZATION	SNAME	view / moon only one seconed party hame (Ja or 3		<u> </u>			
Compass Bank	K						
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	MIDDLE NAME SUF			
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY		
15 South 20th S	Street	Birmingham	AL	35233	USA		
4. This FINANCING STAT	EMENT covers the following collateral:	1					
		1 1	_				
The property u	escribed on Schedule "I" attached herete	o and made a part hereof as if set of	out fully he	erein.			

		······································				
5. ALTERNATIVE DESIGNATION [if applicable]: LE	SSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	MON HOOFILING
6. This FINANCING STATEMENT is to be filed [for re	ecord) (or recorded) in t		JEST SEARCH REPOR		AG. LIEN	NON-UCC FILING
LESTATE RECORDS. Attach Addendum	[if	applicable] [ADDITIONAL F		[optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

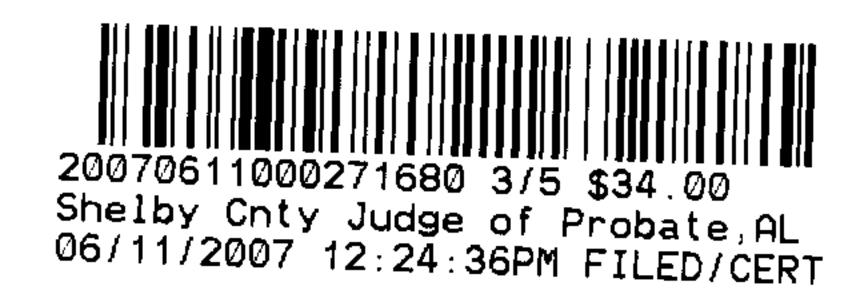


EXHIBIT "A"

A parcel of land located in the Northwest ¼ of the Northwest ¼ of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Begin at a 3" capped pipe locally accepted as the NW corner of said Section 31; thence S 00°00'00" W and along the West line of said Section 31 a distance of 165.05 feet; thence S 00°03'08" W along the West line of said Section 31 a distance of 514.51 feet to the Northwest corner of a Common Area located in Lenox Place Phase Two as recorded in Map Book 19, page 157, in the Probate Office of Shelby County, Alabama; thence leaving said Section line S 89°13'30" E along the North line of said common area, a distance of 133.56 feet; thence S 00°05'41" E along the East line of said common area, a distance of 328.01 feet to a point on the North line of said Lenox Place Phase Two; thence S 89°14'40" E, along the North line of said Lenox Place Phase Two, a distance of 396.07 feet; thence N 14°35'30" E a distance of 189.66 feet; thence N 14°16'46" E a distance of 164.58 feet; thence N 14°28'55" E a distance of 164.45 feet; thence N 01°05'27" E a distance of 84.40 feet; thence S 88°49'35" E a distance of 268.20 feet to a point on the Westerly right of way of Cahaba Beach Road; thence N 15'40'56" E along said right of way a distance of 169.35 feet; thence leaving said right of way N 88° 44'55" W a distance of 249.38 feet; thence N 01'11'25" E a distance of 84.00 feet to a point on the South line of Cahaba Beach Townhomes as recorded in Map Book 22, page 31, in the Probate Office of Shelby County, Alabama; thence N 88°31'43" W along said South line, a distance of 55.32 feet to the Southwest corner of Lot 10 of said Cahaba Beach Townhomes; thence N 02°32'30" W, along the West line of said Lot 10, a distance of 164.89 feet to a point on the North line of said Section 31, said point also being on the South line of Cahaba Beach Townhomes; thence N 88°43'24" W along said North line of Section 31 a distance of 664.76 feet to the Point of Beginning.

A portion of the above described property is now known as:

Edenton Office Condominium, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20070410000163990, in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded in the Condominium Plat of Edenton Office Condominium, in Map Book 38, page 74, and any future amendments thereto, Articles of Incorporation of Edenton Office Condominium Association as recorded in Instrument 20070410000163970, in the Office of the Judge of Probate of Shelby County, Alabama, and to which

said Declaration of Condominium the By-Laws of Edenton Office Condominium Association Inc., are attached as Exhibit "B" thereto, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium set out in Exhibit "D"

Less and Except from the above legal the following:

Units 121 Building 1, Units 912 & 922, Building 9, Units 1222 Building 12 in Edenton Office Condominium, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20070410000163990, in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded in the Condominium Plat of Edenton Office Condominium, in Map Book 38, page 74, and any future amendments thereto, Articles of Incorporation of Edenton Office Condominium Association as recorded in Instrument 20070410000163970, in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Office Condominium Association Inc., are attached as Exhibit "B" thereto, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium set out in Exhibit "D"

20061024000523130 2/4 \$32.00 Shelby Cnty Judge of Probate, AL 10/24/2006 08:38:00AM FILED/CERT

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor:

Cahaba Beach Investments, LLC

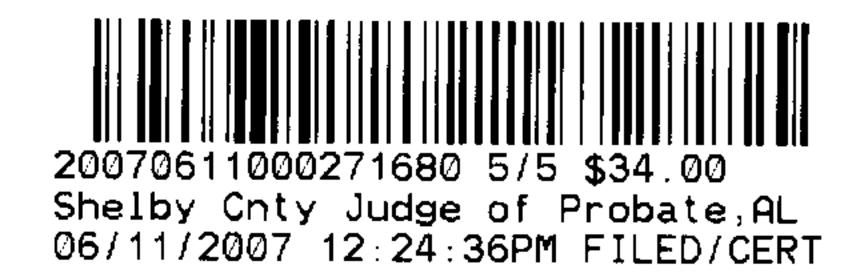
20070611000271680 4/5 \$34.00 Shelby Cnty Judge of Probate, AL 06/11/2007 12:24:36PM FILED/CERT

Secured Party/Mortgagee:

Compass Bank

The following (hereinafter "Mortgaged Property"):

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- d) Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower



is not in default, the right to receive the benefits of such contracts and said contract rights.

- e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor 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 Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");
- f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;
- g) Together with 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 Mortgagor 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 Mortgaged Property 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 Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (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 Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);
- h) Together with any award, dividend or other payment made hereafter to the Mortgagor 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. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;
- i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and
- j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

