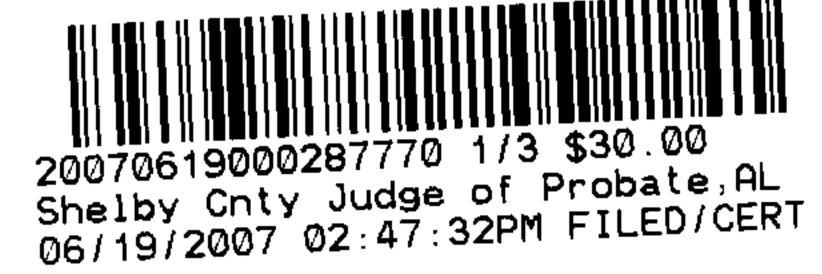
 171	



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 Lwellen Realty, LLC OR 15. INDIVIDUAL'S LAST NAME SUFFIX MIDDLE NAME FIRST NAME COUNTRY POSTAL CODE STATE CITY 1c. MAILING ADDRESS 35242 Birmingham Ala. 5499 US Highway 280 1g. ORGANIZATIONAL ID #, if any 1f. JURISDICTION OF ORGANIZATION 1e. TYPE OF ORGANIZATION ADD'L INFO RE 1d. TAX ID #: SSN OR EIN ORGANIZATION DLL 472-371 Alabama limited liability company NONE DEBTOR 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 MIDDLE NAME SUFFIX FIRST NAME 2b. INDIVIDUAL'S LAST NAME POSTAL CODE STATE COUNTRY CITY 2c. MAILING ADDRESS 2g. ORGANIZATIONAL ID #, if any 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION ADD'L INFO RE 2d. TAX ID #: SSN OR EIN **ORGANIZATION** NONE DEBTOR 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 SUFFIX MIDDLE NAME FIRST NAME COUNTRY STATE POSTAL CODE CITY 3c. MAILING ADDRESS 84047 Midvale 6985 Union Park Center, Suite 435 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.

Inst # 20070619000287760

5.	ALTERNATIVE DESIGNATION [if applicable]:	LE	SSEE/LESSOR	С	ONSIGNEE/CONSIGNOR	BAILEE/BAILOR		SELLER/BUYER		AG. LIEN		NON-UCC FILING
6.	This FINANCING STATEMENT is to be file ESTATE RECORDS. Attach Addendum	•	4 '		REAL 7. Check to REQ [ADDITIONAL	ST SEARCH REPOR	, `	S) on Debtor(s) tional	Α	II Debtors	De	btor 1 Debtor 2
٥	OPTIONAL EILER REFERENCE DATA											

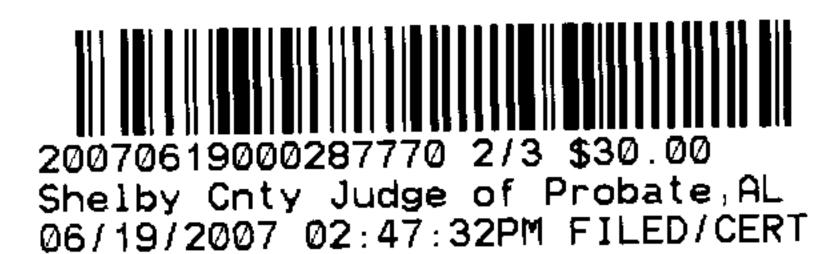


Exhibit A LEGAL DESCRIPTION (Lwellen Realty, LLC)

Parcel 1:

Lot 1-BB, according to a Resurvey of Lot 1-B of Resurvey of Lot 1-A, of Resurvey of Lot 1, B & S Subdivision, as recorded in Map Book 13, Page 143, in the Probate Office of Shelby County, Alabama.

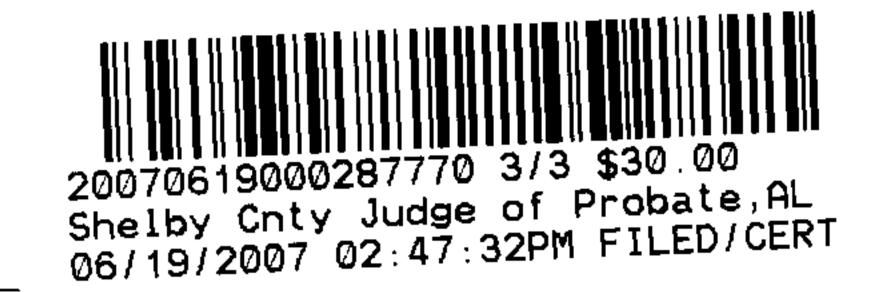
Parcel 2:

A parcel of land lying and being in the Northwest ¼ of the Southeast ¼ of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at Northeast corner of the Northwest ¼ of Southeast ¼ of Section 5, Township 19 South, Range 1 West; thence run in a Southerly direction, along the East line of said Northwest ¼ of the Southeast ¼ for a distance of 29.94 feet to a capped iron being the point of beginning; thence continue along the last said course for a distance of 210.06 feet to a 1 inch open top pin; thence with an interior angle of 92 degrees 17 minutes 43 seconds left, leaving said East line, run in a Westerly direction for a distance of 765.35 feet to a capped iron on the Eastern right-of-way of U.S. Highway 280; thence with an interior angle of 95 degrees 57 minutes 59 seconds left run in a Northerly direction along the Eastern right-of-way for a distance of 161.98 feet to a right-of-way monument; thence with an interior angle of 93 degrees 57 minutes 46 seconds left continue along said right-of-way for a distance of 143.30 feet to a right of way monument; thence with a deflection angle of 79 degrees 52 minutes 45 seconds left continue along said right-of-way in a Northerly direction for a distance of 29.79 feet to a capped iron on the Southern right-of-way of Bowling Drive; thence with an interior angle of 89 degrees 41 minutes 17 seconds left run in a Easterly direction along the last said right of way for a distance of 649.38 feet to the POINT OF BEGINNING.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT 9a. ORGANIZATION'S NAME Lwellen Realty, LLC

or

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

EXHIBIT "B"

- 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.