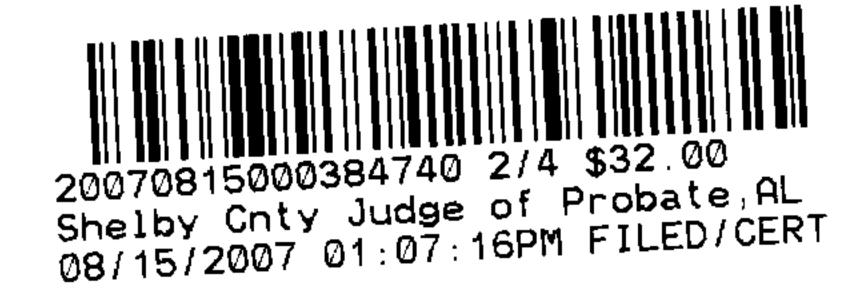
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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] B. SEND ACKNOWLEDGMENT TO: (Name and Address) TELESIS COMMUNITY CREDIT UNION c/o Business Partners, LLC 9301 Winnetka Avenue Chatsworth, CA 91311 Attn: Servicing Department 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 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX **KOPPEL DONALD** ROBERT COUNTRY 1c. MAILING ADDRESS STATE **POSTAL CODE** CITY NORTHRIDGE 19001 TUBA STREET 91324 **USA** CA 1e. TYPE OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any 1d. SEE INSTRUCTIONS ADD'L INFO RE 1f. JURISDICTION OF ORGANIZATION ORGANIZATION DEBTOR 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 MIDDLE NAME SUFFIX 2b. INDIVIDUAL'S LAST NAME FIRST NAME **MAUREEN** KATHERINE **KOPPEL** CITY STATE POSTAL CODE COUNTRY 2c. MAILING ADDRESS **NORTHRIDGE** 91324 USA 19001 TUBA STREET CA 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any 2e. TYPE OF ORGANIZATION 2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 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 TELESIS COMMUNITY CREDIT UNION, a California state chartered credit union FIRST NAME 3b. INDIVIDUAL'S LAST NAME MIDDLE NAME SUFFIX CITY POSTAL CODE STATE COUNTRY 3c. MAILING ADDRESS c/o BUSINESS PARTNERS, LLC, **CHATSWORTH** 91311 USA CA 9301 WINNETKA AVENUE

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF OR LOCATION OF COLLATERAL;
EEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF OR DESCRIPTION OF COLLATERAL.
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ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING
This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [If applicable] Attach Addendum [If applicable]
optional filer reference data Loan No.: 59628860-82; Property at 8441 US Hwy 31
LING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02) International Association of Commercial Administrators (IACA)



FINANCING STATEMENT; EXHIBIT "A"

Attached to that certain UCC-1 Financing Statement naming KOPPEL, DONALD ROBERT as "Debtor".

LOCATION OF PERSONAL PROPERTY COLLATERAL LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN SHELBY COUNTY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

Description of a parcel of land situated in Section 21, Township 22 South, Range 2 West; in Town of Calera in Shelby County, Alabama, and being more particularly described as follows:

From the point of intersection of the East right of way line of U.S. Highway 31 with the South right of way line of 18th Avenue, a Calera city street, run thence in a Southerly direction along said East right of way line of U.S. Highway 31 for a distance of 100.00 feet to the point of beginning of the parcel herein described; from the point of beginning thus obtained, continue along said East right of way line of U.S. Highway 31 in the same Southerly direction for a distance of 160.00 feet; thence turn an angle to the left of 88°33'20" and run in an Easterly direction parallel to said 18th Avenue for a distance of 262.45 feet; thence turn an angle to the left of 90°00'00" and run in a Northerly direction for a distance of 117.50 feet; thence turn an angle to the right of 90°00'00" and run in a Northerly direction for a distance of 117.50 feet; thence turn an angle to the right of 90°00'00" and run in a Westerly direction along said right of way line of said 18th Avenue; thence turn an angle to the left of 90°00'00" and run in a Westerly direction along said right of way line for a distance of 76.50 feet; thence turn an angle to the left of 91°25'40" and run in a Southerly direction for a distance of 100.00 feet; thence turn an angle to the right of 91°25'40" and run in a Westerly direction for a distance of 75.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

And further described as:

A tract of land situated in Section 21, Township 22 South, Range 2 West, in the Town of Calera, Shelby County, Alabama, being more particularly described as follows:

Beginning at the intersection of the East right of way of U.S. Highway 31 and the South right of way of 18th Avenue and run S 00°00'00" E for a distance of 100 feet along the East right of way of U.S. Highway 31 to the True Point of Beginning; thence continue S 00°00'00" E for a distance of 150 feet; thence run S 88°33'20" E to the West right of way of a 20 foot unimproved alley for a distance of 262.45 feet; thence run N 01°26'40" E along the West right of way of said 20 foot alley for a distance of 151.91 feet thence run N 88°33'20" W for a distance of 117.46 feet; thence run N 01°26'48" E to the South right of way of 18th Avenue for a distance of 108.00 feet; thence run N 88°33'20" W along said South right of way of 18th Avenue for a distance of 76.50 feet; thence run S 00°00'00" W for a distance of 100.00 feet; thence run N 88°33'20" W for a distance of 75.00 feet back to the True Point of Beginning.

Source of title: Instrument 2001/01902 and 2001/01903 Shelby County, Alabama.

PROPERTY ADDRESS: 8441 US Highway 31, Calera, Alabama 35040

SAID PROPERTY IS IDENTIFIED BY ASSESSOR'S PARCEL NUMBER(S): 28-5-21-4-000-019.001

FINANCING STATEMENT; EXHIBIT "B"

Attached to that certain UCC-1 Financing Statement naming KOPPEL, DONALD ROBERT as "Debtor".

All of Debtor's present and future right, title and interest in and to all of the following:

- All of the following which are used now or in the future in connection with the ownership, management or operation of the real property described in Exhibit "A" and/or the improvements on such real property (the "Property"): machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (any of the foregoing that are so attached to the Property as to constitute fixtures under applicable law are referred to below as the "Fixtures");
- All furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, and any operating agreements relating to the Property, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property and all other intangible property and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property (the "Personalty");
- (3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B";
- (5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B", including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B" under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- (6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B" entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- (7) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");
- (8) All earnings, royalties, accounts receivable (including accounts receivable for all rents, revenues and other income of the Property, including parking fees, charges for food, health care and other services), issues and profits from the Property, or any other item listed in this Exhibit "B", and all undisbursed proceeds of the loan secured by the security interests to which this financing statement relates and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

- (9) All refunds (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which this financing statement relates was made) or rebates of (a) water and sewer charges, (b) premiums for fire and other hazard insurance, rent loss insurance and any other insurance required by Secured Party, (c) taxes, assessments, vault rentals, and (d) other charges or expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property, or otherwise to protect Secured Party's interests (collectively, the "Impositions") by any municipal, state or federal authority or insurance company;
 - (10) All tenant security deposits which have not been forfeited by any tenant under any Lease;
- (11) All funds on deposit pursuant to any separate agreement between Debtor and Secured Party for the purpose of establishing replacement reserves for the Property, establishing a fund to assure the completion of repairs or improvements specified in that agreement, or assuring reduction of the outstanding principal balance of the Indebtedness if the occupancy of or income from the Property does not increase to a level specified in that agreement, or any other agreement or agreements between Borrower and Lender which provide for the establishment of any other fund, reserve or account;
- (12) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it; and
- (13) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.

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