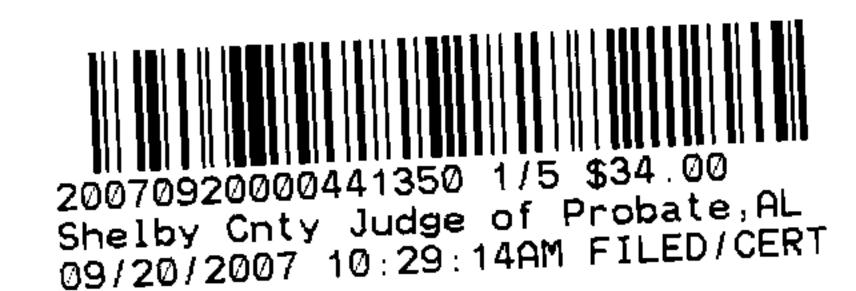
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	. <u>.</u> .	



		09/20/2007 10:29:14mili 2223				
UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY						
A. NAME & PHONE OF CONTACT AT FILER [optional] David H. Breland @ 205-458-5304						
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	200709	20070919001460300 1/5 Bk: LR200764 Pg:17333				
David H. Breland, Esq. Burr & Forman LLP 420 North 20th Street Suite 3100 Birmingham, Alabama 35203	Jeff I cer	erson County, Alabama tify this instrument filed on: /2007 03:41:52 PM UCC 7 of Probate- Alan L. King				
1 DEDTOD'S EVACT FULL LECAL NAME, insert only one debter name (10.0		HE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a one of the other name) (1a or other or othe	r rb) - do not appreviate or compine	e names				
Buck Creek Construction, Inc.						
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX				
1c. MAILING ADDRESS	CITY	STATE POSTAL CODE COUNTRY				
P. O. Box 778	Helena	AL 35080 USA				
ADD'L INFO RE 1e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR COPPORATION	1f. JURISDICTION OF ORGANIZ Alabama	ATION 1g. ORGANIZATIONAL ID #, if any NO				
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one de 2a. ORGANIZATION'S NAME OR 2b. INDIVIDUAL'S LAST NAME	btor name (2a or 2b) - do not abbre	eviate or combine names MIDDLE NAME SUFFIX				
2c. MAILING ADDRESS	CITY	STATE POSTAL CODE COUNTRY				
ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	2f. JURISDICTION OF ORGANIZ	ATION 2g. ORGANIZATIONAL ID #, if any				
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR 3a. ORGANIZATION'S NAME	S/P) - insert only <u>one</u> secured party					
ServisFirst Bank						
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX				
3c. MAILING ADDRESS	CITY	STATE POSTAL CODE COUNTRY				
3300 Cahaba Road	Birmingham	AL 35223 USA				
4. This FINANCING STATEMENT covers the following collateral:	• • •					
See Schedule A attached hereto for description of Colla	teral.					
This financing statement is filed in connection with a Maxes have been paid. 200764 1731 20070920000		ultaneously herewith, on which the appropriate				

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LES	SOR CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN N	ON-UCC FILING
This FINANCING STATEMENT is to be filed [for record] (or re ESTATE RECORDS. Attach Addendum	corded) in the REAL 7. Check to REC	QUEST SEARCH REPORT(L FEE) for	S) on Debtor(s) otional]	All Debtors Debto	or 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA					
Jefferson County, Alabama and Shelby Coun	ty, Alabama				

UCC FINANCING STATEMENT ADDENDUM 20070920000441350 2/5 \$34.00 Shelby Cnty Judge of Probate, AL 09/20/2007 10:29:14AM FILED/CERT FOLLOW INSTRUCTIONS (front and back) CAREFULLY 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT 9a. ORGANIZATION'S NAME Buck Creek Construction, Inc. MIDDLE NAME, SUFFIX FIRST NAME 9b. INDIVIDUAL'S LAST NAME 10. MISCELLANEOUS: THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names 11a. ORGANIZATION'S NAME SUFFIX MIDDLE NAME FIRST NAME 11b, INDIVIDUAL'S LAST NAME POSTAL CODE COUNTRY STATE CITY 11c. MAILING ADDRESS ADD'L INFO RE 11e. TYPE OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any 11f. JURISDICTION OF ORGANIZATION 11d. SEEINSTRUCTIONS ORGANIZATION NONE DEBTOR ASSIGNOR S/P'S NAME - insert only one name (12a or 12b) ADDITIONAL SECURED PARTY'S or 12a. ORGANIZATION'S NAME MIDDLE NAME SUFFIX FIRST NAME 12b. INDIVIDUAL'S LAST NAME COUNTRY STATE POSTAL CODE CITY 12c. MAILING ADDRESS 13. This FINANCING STATEMENT covers timber to be cut or 16. Additional collateral description: as-extracted collateral, or is filed as a fixture filing. 14. Description of real estate: See Exhibit A attached hereto for description of real estate. 15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest): 17. Check only if applicable and check only one box.

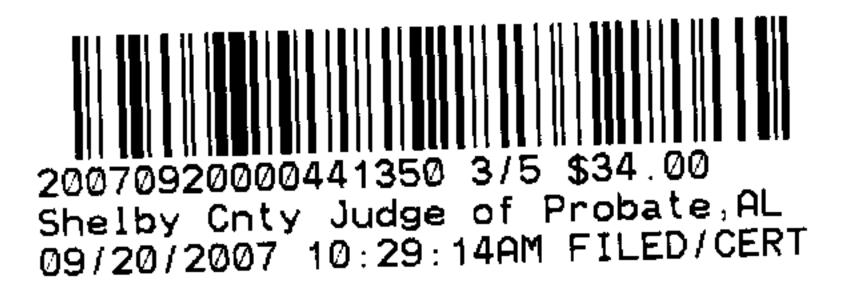
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY



SCHEDULE A

DESCRIPTION OF COLLATERAL

All of Debtor's right, title and interest of whatever kind, nature or description, whether now owned or hereafter acquired, in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

- (a) All the tract(s) or parcel(s) of land particularly described in Exhibit A attached hereto and made a part hereof (the "Land").
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, equipment, furniture, furnishings, inventory and personal property of every nature whatsoever now or hereafter owned by the Borrower and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.
- of every kind or character now owned or hereafter acquired by the Borrower for the purpose of being used or useful in connection with the improvements located or to be located on the Land, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said property or not, and whether in storage or otherwise, wheresoever the same may be located, including, but without limitation, all lumber and lumber products, bricks, building stones, and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements ((b) and (c) above herein collectively referred to as the "Improvements").
- (d) All licenses, permits (including building permits), water and sewer allocations or entitlements, general intangibles, accounts, trade names, trademarks, contract rights and other intangible property, now owned or hereafter acquired, relating to the foregoing real property or the business now or hereafter conducted thereat, it being agreed that the same may not be transferred to other real estate without the Lender's prior written consent.
- (e) All of the following which arises out of or in any way relates to the Loan or any of the other Mortgaged Property: All of Borrower's assets which are or may be subject to Article 9 of the Uniform Commercial Code, together with all replacements



therefor, additions and accessions thereto, and proceeds (including, but without limitation, insurance proceeds) and products thereof, including, without limitation, the following: Accounts; Chattel Paper; Commercial Tort Claims; Deposit Accounts; Documents; Equipment; General Intangibles; Instruments; Intellectual Property Rights; Inventory; Investment Property; Letter-of-Credit Rights; Software; Supporting Obligations; all existing and future leases and use agreements of personal property entered into by Borrower as lessor with other Persons as lessees, including without limitation the right to receive and collect all rentals and other monies, including security deposits, at any time payable under such leases and agreements; any existing and future leases and use agreements of personal property entered into by Borrower as lessee with other Persons as lessors, including without limitation the leasehold interest of Borrower in such property, and all options to purchase such property or to extend any such lease or agreement; all Fixtures; all Records pertaining to any of the aforementioned or the Mortgaged Property.

(f) Proceeds and products of all of the foregoing real and personal property.

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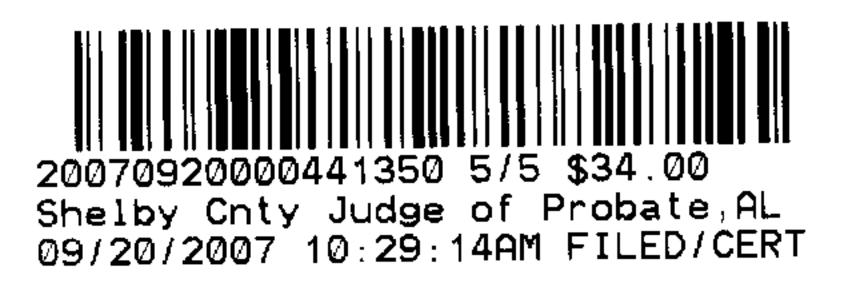


EXHIBIT A

Lot 415,416 and 419, according to the Survey of Silver Lakes, 10th Sector, Phase 1, as recorded in Map Book 43, Page 97, in the Office of the Judge of Probate of Jefferson County, Alabama.

AND

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Lots 201-216, 251-254, according to the final plat of Willow Oaks, recorded in Map Book 38, Page 137-A and 137-B, recorded July 18, 2007, in the Office of the Judge Of Probate Of Shelby County Alabama.

20070919001460300 5/5 **Bk: LR200764 Pg:17333 Jefferson County, Alabama** 09/19/2007 03:41:52 PM UCC 7 Fee - \$28.00

Total of Fees and Taxes-\$28.00 KWBESS

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