UCC FINANCING STATEMENT 20070920000441380 1/5 \$34.00 Shelby Cnty Judge of Probate, AL FOLLOW INSTRUCTIONS (front and back) CAREFULLY 09/20/2007 10:29:17AM FILED/CERT A. NAME & PHONE OF CONTACT AT FILER [optional] David H. Breland @ 205-458-5304 B. SEND ACKNOWLEDGMENT TO: (Name and Address) David H. Breland, Esq. Burr & Forman LLP 420 North 20th Street Suite 3100 Birmingham, Alabama 35203 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 S & B Construction, LLC SUFFIX MIDDLE NAME Ib. INDIVIDUAL'S LAST NAME FIRST NAME COUNTRY POSTAL CODE STATE 1c. MAILING ADDRESS 35244 Birmingham USA 15 Southlake Lane; Suite 260 1g. ORGANIZATIONAL ID#, if any 1f. JURISDICTION OF ORGANIZATION 1e. TYPE OF ORGANIZATION ADD'L INFO RE ORGANIZATION ₁Alabama limited liability co. 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 2b. INDIVIDUAL'S LAST NAME FIRST NAME POSTAL CODE COUNTRY STATE CITY 2c. MAILING ADDRESS 2g. ORGANIZATIONAL ID #, if any 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION ADD'L INFO RE **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 ServisFirst Bank SUFFIX MIDDLE NAME FIRST NAME 3b. INDIVIDUAL'S LAST NAME COUNTRY STATE POSTAL CODE CITY 3c. MAILING ADDRESS 35223 Birmingham ALUSA 3300 Cahaba Road 4. This FINANCING STATEMENT covers the following collateral: See Schedule A attached hereto for description of Collateral. This financing statement is filed in connection with the Mortgage being filed simultaneously herewith, on which the appropriate 20070920000441370 taxes have been paid.

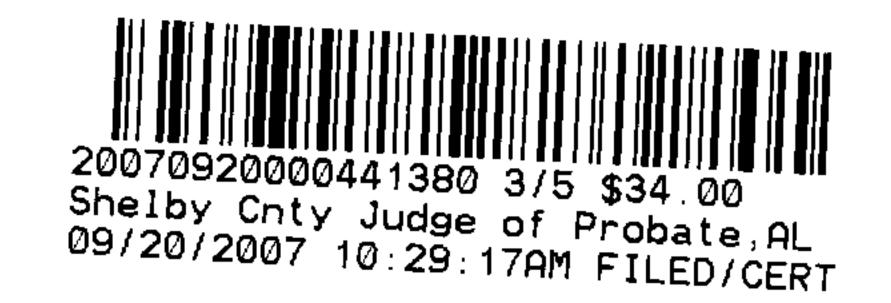
5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE	LESSOR CONSIGNEE/CONSIGNO	OR BAILEE/BAILOR SEL	LER/BUYER AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] ESTATE RECORDS. Attach Addendum	(or recorded) in the REAL. 7. Check to [if applicable] [ADDITION]	REQUEST SEARCH REPORT(S) on ONAL FEE] options		Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA				
Shelby County, Alabama				

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S & B Construction, LLC								
9b. INDIVIDUAL'S LAST N.		FIRST NAME		MIDDLE NAME, SUFFIX	2007092	0000441380 2/5	\$34.00	
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c. MAILING ADDRESS			C	CITY		POSTAL CODE	COUNTRY	
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d. <u>SEEINSTRUCTIONS</u>	ADD'L INFO RE '	11e. TYPE OF ORGANIZA	ALION 11	if, JURISDICTION OF ORGANIZATION	11g. ORG	SANIZATIONAL ID#, if a		
	DEBTOR						NON	
ADDITIONAL SEC	······································	or ASSIGNO	R S/P'S N	AME - insert only <u>one</u> name (12a or 12	2b)		<u> </u>	
12a. ORGANIZATION'S NA	ME							
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2c. MAILING ADDRESS	······································		c	TY	STATE	POSTAL CODE	COUNTRY	
3. This FINANCING STATEM	ENT covers timb	per to be cut or as-e	extracted 1	5. Additional collateral description:	<u> </u>		<u></u>	
collateral, or is filed as a				·				
4. Description of real estate:								
See Exhibit A attac	hed hereto fo	r description of	real					
estate.								
5. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):		te						
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				7. Check <u>only</u> if applicable and check <u>only</u>		•		
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				ebtor is a Trust or Trustee ac		roperty held in trust or	Decedent's Esta	
				B. Check only if applicable and check only Debtor is a TRANSMITTING UTILITY	only one box.	roperty held in trust or	Decedent's Esta	

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

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

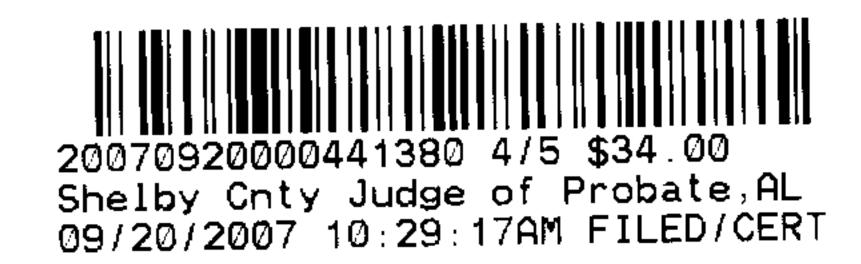
SCHEDULE A



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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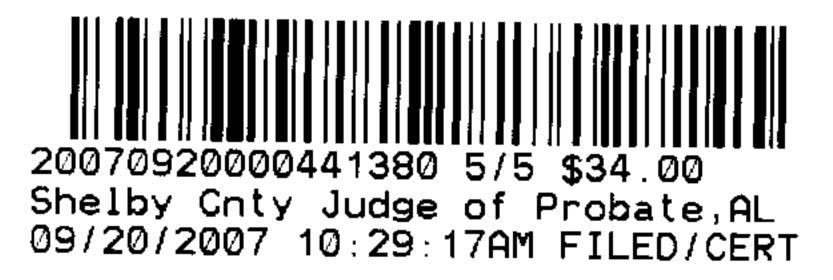


EXHIBIT A

Lots101-110, 112-116, 120-127, 129-131, 217-220, 236-238, 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.