

LLOW INSTRUCTIONS (front and back) CAREFULLY			
NAME & PHONE OF CONTACT AT FILER [optional]			
SEND ACKNOWLEDGMENT TO: (Name and Address)			
Ben Hendrix			
Compass Bank 4958 Valleydale Road, Suite 101			
Birmingham, AL 35242			
. INITIAL FINANCING STATEMENT FILE#	THE ABOVE SI	PACE IS FOR FILING OFFICE U	
20070509000218090 - Probate Office of Shelby County	/, AL	to be filed [for record] (or re REAL ESTATE RECORDS.	corded) in the
TERMINATION: Effectiveness of the Financing Statement identified above is			
CONTINUATION: Effectiveness of the Financing Statement identified above continued for the additional period provided by applicable law.	ve with respect to security interest(s) of the Secure	ed Party authorizing this Continuation	Statement is
. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and a			
AMENDMENT (PARTY INFORMATION): This Amendment affects Del		one of these two boxes.	
Also check one of the following three boxes and provide appropriate information in it CHANGE name and/or address: Give current record name in item 6a or 6b; also	p give new [T DELETE name: Give record na	me ADD name: Complete item item 7c; also complete item	n 7a or 7b, and also ns 7d-7g (if applicab
name (if name change) in item 7a or 7b and/or new address (if address change). CURRENT RECORD INFORMATION:	NI ILONII C. TO DO GOIGLOG ILI ILONII OU OI OO!		
6a. ORGANIZATION'S NAME			
Eddleman Homes, LLC 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
. CHANGED (NEW) OR ADDED INFORMATION: 7a. ORGANIZATION'S NAME			
76. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFI	
	CITY	STATE POSTAL CODE	COUNTRY
c. MAILING ADDRESS	·		
ADD'L INFO RE 7e. TYPE OF ORGANIZATION	71. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if a	ny
TENCHAMIUIZALIU NA			N
ORGANIZATION DEBTOR DEBTOR AMENDMENT (COLLATERAL CHANGE): check only one box.			
DEBTOR AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collater Exhibit B to the above Financing Statement is amended to	o add the ADDITIONAL REAL E		ibit A-1 heret
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DEBTOR AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collater Exhibit B to the above Financing Statement is amended to the owners of the Additional Real Estate are set forth on	o add the ADDITIONAL REAL Estate attached Exhibit A-1.	STATE described on Exh	,
DEBTOR AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collater Exhibit B to the above Financing Statement is amended to	o add the ADDITIONAL REAL Estate attached Exhibit A-1. SENDMENT (name of assignor, if this is an Assignation)	STATE described on Exhi	zed by a Debtor whi
DEBTOR AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collater Exhibit B to the above Financing Statement is amended to the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of the Additional Real Estate are set forth on the owners of t	o add the ADDITIONAL REAL Estate attached Exhibit A-1. SENDMENT (name of assignor, if this is an Assignation)	STATE described on Exhi	zed by a Debtor whi
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FILING OFFICE COPY --- NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

20071025000494080 2/6 \$40.00 Shelby Cnty Judge of Probate, AL 10/25/2007 11:25:41AM FILED/CERT

UC	C FINANCING STAT	EMEN'	TAMEN	DM	ENTA	DDEND	JM
FOL	LOW INSTRUCTIONS (front and	back) CA	REFULLY				
	NITIAL FINANCING STATEMEN 070509000218090-P						AL
12.	NAME OF PARTY AUTHORIZING 12a. ORGANIZATION'S NAME	IG THIS A	MENDMENT (same s	s item 9 on Am	endment form)	
OR	Eddleman Homes,			ndur			<u> </u>
••••	126. INDIVIDUAL'S LAST NAME		FIRSTNAME			MIDDLE NAME,	⊅ ∪ΓΓΙΛ

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

DEBTORS on the referenced Finanacing Statement (and who have authorized this filing) are:

Eddleman Homes, LLC Courtside Development, LLC Dunnavant Place, LLC

13. Use this space for additional information

The SECURED PARTY on the referenced Financing statement (and which also authroized this filing) is: Compass Bank

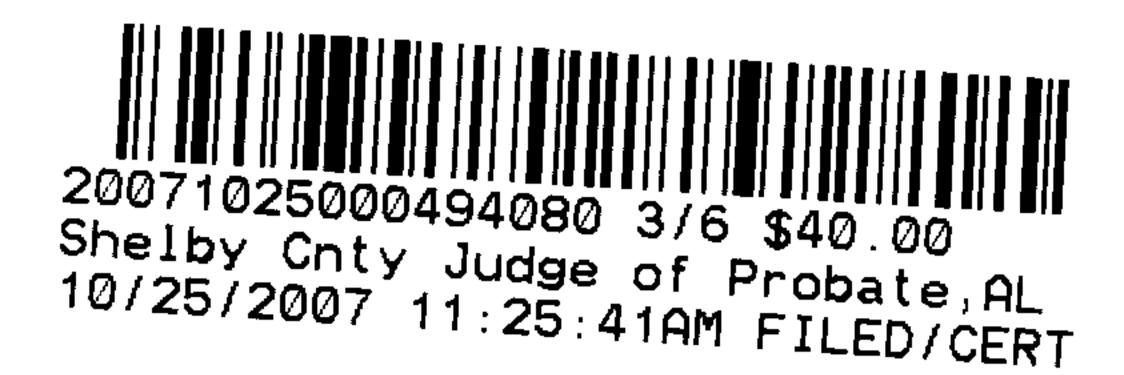


EXHIBIT "A"

Parcel I:

Lot 1-53, according to the Map and Survey of Chelsea Park, 1st Sector, Phase III, as recorded in Map Book 36, Page 34, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 1st Sector executed by Grantor and Chelsea Park Residential Association, Inc., and recorded as Instrument No. 20041026000590790, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Parcel II:

Lot 1-93, according to the Map and Survey of Chelsea Park, 1st Sector, Phase I & II, as recorded in Map Book 34, Page 21 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 1st Sector executed by Grantor and Chelsea Park Residential Association, Inc., and recorded as Instrument No. 20041026000590790, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Parcel III:

Lot 7-7, 7-17 and 7-19, according to the Plat of Chelsea Park 7th Sector, as recorded in Map Book 37, Page 120, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (the "Property").

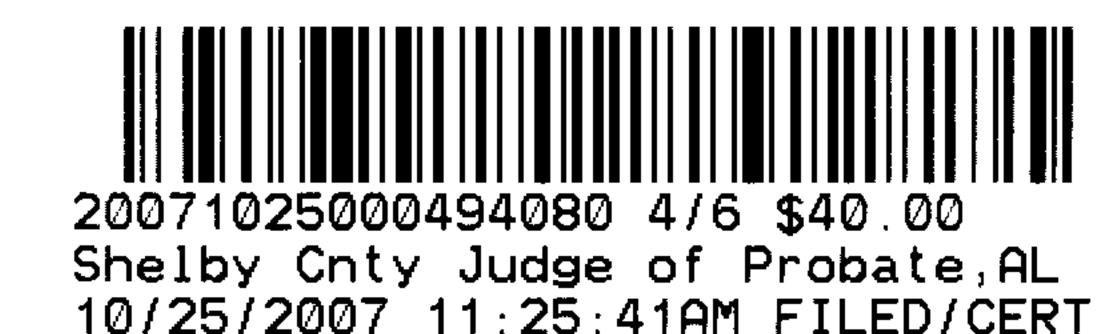
Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 7th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20061229000634370, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Parcel IV:

Unit 40 in Courtside at Brook Highland, a condominium, as established by that certain Declaration of Condominium of Courtside at Brook Highland, a condominium, which is recorded as Instrument Number 20020521000241450 in the Probate Office of Shelby County, Alabama, as amended by the Amendment thereto recorded as Instrument Number 20020521000241460 in said Probate Office and as further amended by the Corrective Amendment recorded as Instrument Number 20020521000241470 in said Probate Office and as reflected in the Plan of Courtside at Brook Highland prepared by K. B. Weygand & Associates, P.C. which is attached as Exhibit C to the Declaration of Condominium recorded as Instrument Number 20020521000241450 and which is also separately recorded in Map Book 28, page 103 in said Probate Office.

Parcel V:

ALTA Commitment - Schedule A



Lot 2943, according to the Survey of Highland Lakes, 29th Sector, an Eddleman Community, as recorded in Map Book 36, Page 33-B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument No. 1996-17543, and further amended in Instrument #1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 29th Sector, recorded as Instrument No. 20051229000667930, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Parcel VI:

Lot 31-19, according to the Survey of Highland Lakes, 31st Sector, Phase I, an Eddleman Community, as recorded in Map Book 34, Page 149, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common areas, all as more particularly described in the Declaration of Easement and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument No. 1994-07111 and amended in Instrument No. 1996-17543 and Instrument No. 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 31st Sector, Phase I, recorded in Instrument No. 20051215000649670, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Parcel VII:

Lots 4, 5 and 6, according to the The Village at Highland Lakes, Regent Park Neighborhood, as recorded in Map Book 37, Page 130, in the Office of the Judge of Probate of Shelby County, Alabama.

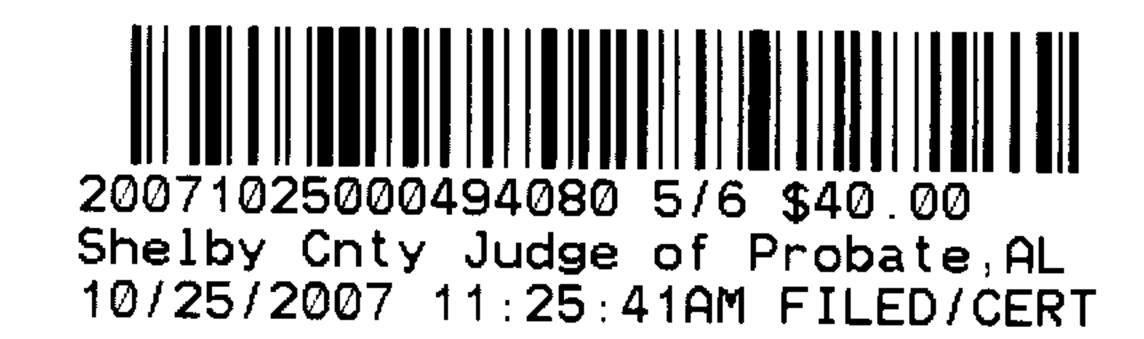
Together with nonexclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, Regent Park Neighborhood, to be recorded as Instrument No. 20070223000084910, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Parcel VIII:

Lots 86, 87 and 88, according to the The Village at Highland Lakes, Regent Park Neighborhood, Phase Two as recorded in Map Book 38, Page 125, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, Regent Park Neighborhood, to be recorded as Instrument No. 20070223000084910, in the Probate Office of

Page 4



Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Fee Simple interest in the Additional Land Described in this Third Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement is owned, as of the date hereof, as follows:

PARCELS I, II AND III — all described real property — Park Homes, LLC

PARCEL IV – all described real property – Courtside Development, LLC

PARCELS V AND VI – all described real property – Highland Lakes Homes, LLC

PARCELS VII AND VIII – all described real property – Regent Park Homes, LLC

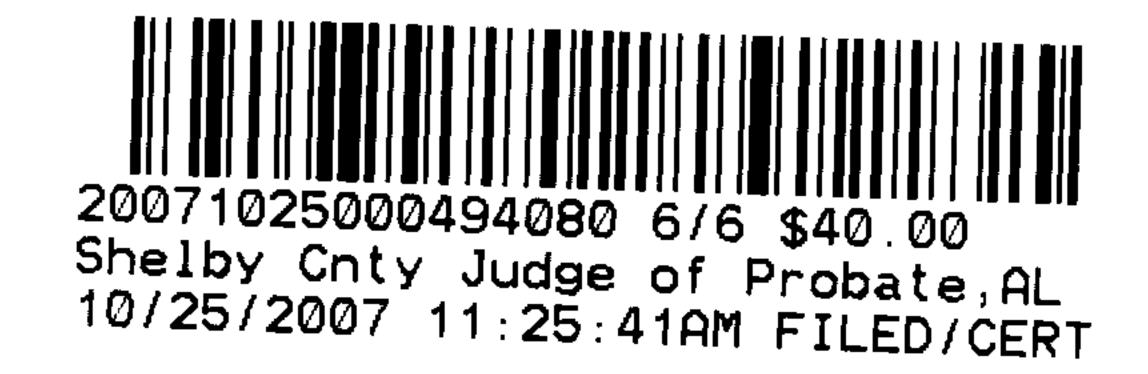


EXHIBIT C-1

Fee Simple interest in the Additional Land Described in this Third Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement is owned, as of the date hereof, as follows:

PARCELS I, II AND III – all described real property – Park Homes, LLC

PARCEL IV – all described real property – Courtside Development, LLC

PARCELS V AND VI – all described real property – Highland Lakes Homes, LLC

PARCELS VII AND VIII – all described real property – Regent Park Homes, LLC

PARCEL IX - all described real property - Sterling Place, LLC