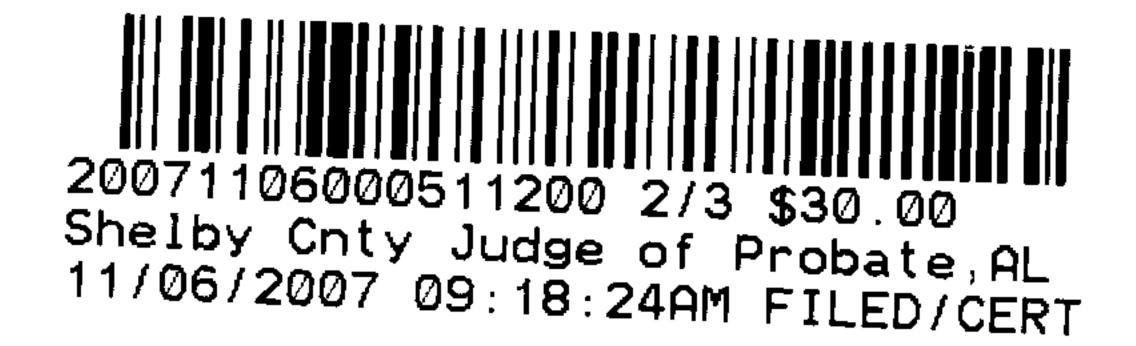
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		Shelby Chty Judge of 11/06/2007 09:18:24	•	
UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY				
A. NAME & PHONE OF CONTACT AT FILER [optional]				
B. SEND ACKNOWLEDGMENT TO: (Name and Address)				
FIRST COMMERCIAL BANK				
800 SHADES CREEK PARKWAY				
BIRMINGHAM AL 35209				
	TUE A DOME	CDACE IC EOD EILING OFFICE	LICE ONI V	
. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor nan		SPACE IS FOR FILING OFFICE	DSE OIATA	
1a. ORGANIZATION'S NAME	ile (la oi lb) - do llot abbleviate di comb			
LONGLEAF HOMES, INC				
OR 1011011111 HOPHSD, 1110 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY	
3708 CROSSINGS CREST	BIRMINGHAM	AL 35242	USA	
d. TAX ID #: SSN OR EIN ADD'L INFO RE 1e. TYPE OF ORGANIZATION ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #,	if any X	
DEBTOR CORPORATION	ALABAMA		NONE	
. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only α	ne debtor name (2a or 2b) - do not abbre	viate or combine names		
2a. ORGANIZATION'S NAME				
OR 25 INDIVIDUALIS LAST MANE			OLIETIA	
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY	
		JIAIL I OSIAL CODE		
2d. TAX ID #: SSN OR EIN ADD'L INFO RE 2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #,	if any	
ORGANIZATION DEBTOR		1	NONE	
. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR	R S/P) - insert only one secured party name (3a d	or 3b)		
3a. ORGANIZATION'S NAME				
OR FIRST COMMERCIAL BANK				
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
C MALLING ADDRESS				
800 SHADES CREEK PARKWAY	CITY BIRMINGHAM	STATE POSTAL CODE AL 35209	COUNTRY USA	
This FINANCING STATEMENT covers the following collateral:		AL 35209		
ALL OF THE FIXTURES, EQUIPMENT, FUI PROPERTY OF EVERY NATURE, NOW OWNER ALL ADDITIONS, REPLACEMENTS AND PROPERTY SET FORTH IN SCHEDULE I AT PROPERTY DESCRIBED ON THE ATTACHED	O OR HEREAFTER ACQUIRED OCEEDS THEREOF AND ALL TTACHED HERETO, LOCATED	BY DEBTOR, OTHER		
		Om (mt) 1000000000000000000000000000000000000	~~~	
THIS FINANCING STATEMENT IS TO BE (CORDS.	
MORTGAGE TAXES BEING PAID ON MORTO	GAGE BEING SIMULTANEOUS	LY FILED.		
DEBTOR IS THE OWNER OF THE REAL EST	CATE DESCRIBED ON THE A	TTACHED EXHIBIT "	A''.	
INITIAL INDEBTEDNESS SECURED BY FIN	NANCING STATEMENT 122	4,000.00		
MORTGAGE TAX DUE				
	E/CONSIGNOR BAILEE/BAILOR SELLER/	BUYER AG. LIEN NON-UCC	FILING	
This FINANCING STATEMENT is to be filed [for record] (or recorded) in the FESTATE RECORDS. Attach Addendum		(S) on Debtor(s All Debtors Debto	or 1 Debtor 2	

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed ESTATE RECORDS. Attach Addendum	[for record] (or record	ded) in the REAL 7. Check to the control of the con	O REQUEST SEARCH	REPORT(S) on Deb	otor(s All Deb	tors Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA						
69359824 - 34 1	LOT 1514 KENN	ISTON @ BALLANTRAE				



Schedule I

All of Debtor's right, title, and interest in, to, and under the following described land, real estate, buildings, improvements, fixtures, furniture, and personal property:

- (a) All those certain tracts or parcels of land located in SHELBY County, State of Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land") and
- (b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement of even date (the "Mortgage"); and
- (c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and
- (d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and
 - (e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises

Signed: J. BROOKS HARRIS PRESIDENT

LONGLEAF HOMES, INC

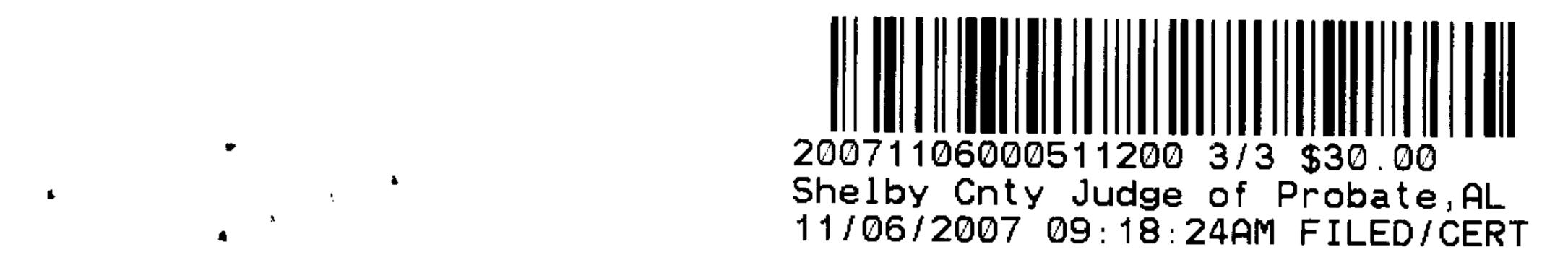


EXHIBIT "A"

LOT 1514, ACCORDING TO THE SURVEY OF FINAL PLAT KENNISTON AT BALLANTRAE PHASE I, AS RECORDED IN MAP BOOK 38, PAGE 25, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

LONGLEAF HOMES, INC.

J. BROOKS HARRIS, PRESIDENT