UCC FINANCING STATEMENT 20080820000334100 1/3 \$30.00 FOLLOW INSTRUCTIONS (front and back) CAREFULLY Shelby Cnty Judge of Probate, AL 08/20/2008 09:40:51AM FILED/CERT A. NAME & PHONE OF CONTACT AT FILER [optional] Paula Drinkard (205) 802-1122, Ext. 320 B. SEND ACKNOWLEDGMENT TO: (Name and Address) Martin G. Woosley, Esq. Martin, Rawson & Woosley, P.C. #2 Metroplex Drive, Suite 102 Birmingham, AL 35209 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names 1a. ORGANIZATION'S NAME MORROW BROTHERS LEASING COMPANY SUFFIX MIDDLE NAME 1b. INDIVIDUAL'S LAST NAME FIRST NAME COUNTRY POSTAL CODE STATE CITY 1c. MAILING ADDRESS 35242 USA Birmingham AL7450 Cahaba Valley Road 1g. ORGANIZATIONAL ID #, if any 1f. JURISDICTION OF ORGANIZATION ADD'L INFO RE 1e. TYPE OF ORGANIZATION 1d. TAX ID #: SSN OR EIN ORGANIZATION NONE _IAlabama 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 SUFFIX MIDDLE NAME FIRST NAME 2b. INDIVIDUAL'S LAST NAME POSTAL CODE COUNTRY STATE CITY 2c. MAILING ADDRESS ADD'L INFO RE | 2e. TYPE OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any 2f. JURISDICTION OF ORGANIZATION 2d. TAX ID #: SSN OR EIN 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 WEST COAST LIFE INSURANCE COMPANY OR 3b. INDIVIDUAL'S LAST NAME SUFFIX MIDDLE NAME FIRST NAME

4. This FINANCING STATEMENT covers the following collateral:

2801 Highway 280 South

3c. MAILING ADDRESS

All of the equipment, fixtures, contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtor, all additions, replacements, and proceeds thereof and all other property set forth in Schedule A attached hereto located on the real property described in Exhibit A attached hereto.

Birmingham

CITY

COUNTRY

USA

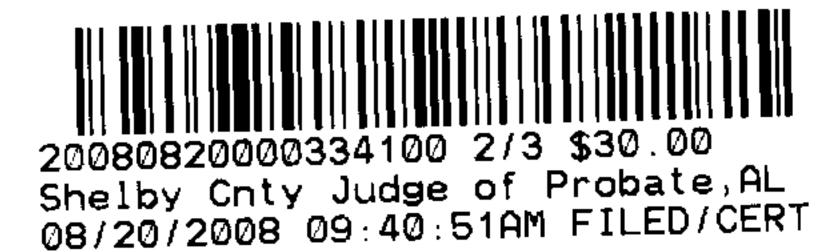
POSTAL CODE

35223

STATE

|AL|

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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 recorded) in	n the REAL 7. Check to REC (if applicable) [ADDITIONAL	UEST SEARCH REPO	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA		•				
File with Shelby County, Alabam	a					



SCHEDULE A

All interest of Debtor, whether now owned or hereafter acquired, in the rights, interests and personal property (collectively referred to as the "personal property") of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the real estate described in Exhibit A, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the said real estate and any improvements located thereon, including, without limitation, all accounts, documents, instruments, chattel paper, equipment, general intangibles, inventory, all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the improvements located on said real estate, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, any award of payment or compensation payable on account of any condemnation or other taking for public or private use of the said real estate or any improvements located thereon, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

All leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the said real estate, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the said real estate and improvements thereon arising from the use or enjoyment thereof or from any leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the said leases or applied to one or more of the installments of rent coming due.

All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of any interest of Debtor in the said real estate or improvements located thereon; and

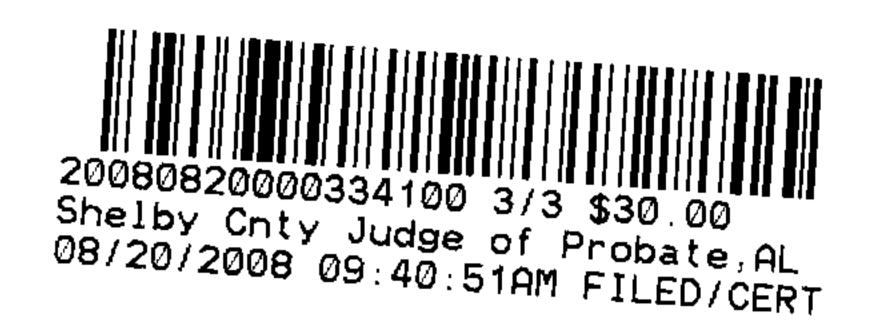
All property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the real estate described in <u>Exhibit A</u> is located, including (*inter alia*) all *fructus naturales*, *fructus civiles*, and *fructus industriales*.

Without limiting the foregoing, all fixtures, machinery, equipment, office equipment and machines, inventory, farm products, vehicles and conveyances (including, without limitation, tractors, mowers, sweepers, snow removers, and other similar equipment), construction materials, building supplies, and articles of personal property (whether or not actually located on the real estate); including, but not limited to: heating, ventilating, humidifying and dehumidifying, air conditioning, laundry (including, without limitation, washers and dryers), incinerating, safety, power, plumbing, cleaning, fire prevention and fire extinguishing, and communications supplies, equipment, systems, and apparatus, lamps, chandeliers, and other lighting equipment and fixtures, vacuum cleaning systems, furnaces, boilers, radiators, piping, and coal stokers, plumbing and bathroom fixtures, sprinkler and alarm systems, washtubs, tanks, sinks, gas and electric fixtures, awnings, screens, window shades, storm doors and windows, ducts and compressors, rugs, carpet and other floor coverings, shades and draperies, partitions, elevators, escalators, pumps, motors, engines, conduits, dynamos, refrigerators, stoves, ranges, freezers, incinerators, kitchen equipment and appliances, and all other appliances and fittings, cabinets, shelving and lockers, plants, shrubbery and all landscaping and planting materials, and indoor and outdoor furniture and furnishings; all logos, trademarks, trade names, service marks, good will, and similar property; all books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts, and all other business and financial records and statements of all kinds; all computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware; all televisions, radios, receivers, recorders, cables, lines, apparatus and equipment of all kinds.

All personalty and other property described in the mortgage and security agreement or deed of trust and security agreement or deed to secure debt and security agreement executed by the Debtor in favor of or for the benefit of Secured Party.

All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.

EXHIBIT A



Parcel I:

Lot 2B, according to the Resurvey of Lot 2 of Footstar Subdivision, as recorded in Map Book 33, Page 84, in the Probate Office of Shelby County, Alabama.

Parcel II:

A part of the South half of the Northeast quarter of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of the SWI/4 of the NEI/4 of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, thence S00°08'16"W along the west line of said I/4 – I/4 section for a distance of 977.35 feet; thence N89°28'38"E for a distance of 801.68 feet to the point of beginning of the parcel herein described; thence continue along the previous course a distance of 528.42 feet to the northwesterly right-of-way line of Alabama Highway No. 119; thence N25°26'44"E along said right-of-way for a distance of 296.83 feet to a point; thence, leaving said highway, N62°28'26"W for a distance of 420.75 feet to a point; thence S25°26'44"W for a distance of 25.02 feet to a point; thence N62°28'26"W for a distance of 64.25 feet to a point; thence S25°18'29"W for a distance of 257.00 feet to a point; thence S23°29'34"W for a distance of 263.96 feet to the point of beginning.