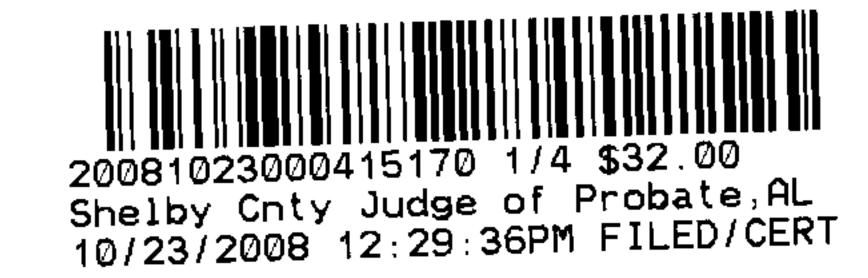
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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. N	AME & PHONE OF CONT Phone:(800)		nal] x: (818) 662-4141					
B. SE	END ACKNOWLEDGEME	NT TO: (Name and	Address) 19894 COM	PASS BANK				
	CT Lien Solut	tions	15422	897				
	P.O. Box 290	71	ΛΙ ΛΙ					
	Glendale, CA	91209-9071	ALAL FIXTU	RE				
		File with:	CC AL Shelby, AL	_	THE ABOVE SPA	ACE IS FOR F	LING OFFICE USE ONLY	
	BTOR'S EXACT FUL 1a. ORGANIZATION'S NA Knowlwood, Inc.		insert only <u>one</u> debtor name	(1a or 1b) - do no	t abbreviate or combine na	mes		
OR	1b. INDIVIDUAL'S LAST	NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
	AILING ADDRESS 4 Highway 25			CITY Montevalle)	STATE	POSTAL CODE 35115	COUNTRY USA
1d. <u>Ş</u>	EE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICT	ION OF ORGANIZATION AL	1g. ORGANIZATIONAL ID #, if any X NON		
	ODITIONAL DEBTOR' 2a. ORGANIZATION'S N		EGAL NAME - insert only <u>one</u>	debtor name (2a	or 2b) - do not abbreviate	or combine i	names	
OR	2b. INDIVIDUAL'S LAST	NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
2c. M	AILING ADDRESS		<u> </u>	CITY		STATE	POSTAL CODE	COUNTRY
2d. <u>S</u>	EE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICT	ION OF ORGANIZATION	2g. ORG	SANIZATIONAL ID #, if any	NONE
	CURED PARTY'S NA 3a. ORGANIZATION'S N Compass Bank		TOTAL ASSIGNEE of ASSIG	NOR S/P) - inser	t only <u>one</u> secured party na	me (3a or 3l	o)	
OR	3b. INDIVIDUAL'S LAST	NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
	AILING ADDRESS 32nd St South			CITY Birmingha	m	STATE	POSTAL CODE 35233	COUNTRY
4. Th	is FINANCING STATEME	NT covers the follow	ng collateral:		···		<u> </u>	

Previous mortgage filed under instrument number 2003022400011560. All rents, leases, profits and royalties from or relating to the property described in Exhibit "A". All contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.

Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$0.00 Nortgage tax due (\$.15 per \$100.00 or fraction thereof) \$0.00

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5. ALTERNATIVE DESIGNATION [if applicable]	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. X This FINANCING STATEMENT is to be file of the fil) in the REAL 7. Check to RE	QUEST SEARCH REPO	RT(S) on Debtor(s) [optional]	All Debtors I	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

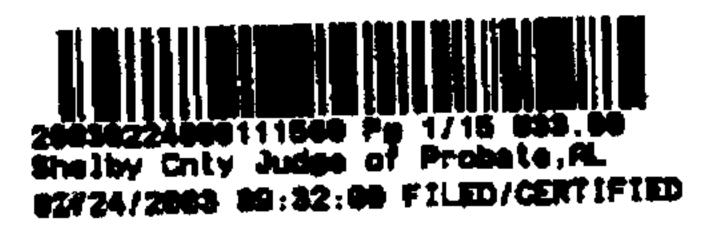
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77-4551{AFS}Refile of #2003022400011158018

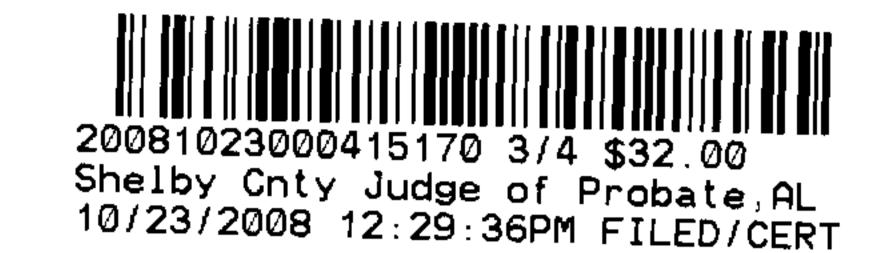
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Shelby Cnty Judge of Probate, A 10/23/2008 12:29:36PM FILED/CE	L

FOLLOW INSTRUCTIONS (front and	IENT ADDENDUN Black) CAREFULLY	1	10/23/2	ଅଷଟ 12:29:36PM F	ILED/CERT
9. NAME OF FIRST DEBTOR (1a or		TATEMENT			
9a. ORGANIZATION'S NAME					
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX			
10. MISCELLANEOUS					
15422897-AL-117					
19894 COMPASS BANK File with: CC AL Shelby, AL 0	1518	77-4551{AFS}Refile of #2	20030224000111580 THE ABOVE SPACE IS F	OR FILING OFFICE USE	ONLY
11. ADDITIONAL DEBTOR'S EXAC	T FULL LEGAL NAME - insert only	one name (11a or 11b) - do no		· · · · · · · · · · · · · · · · · · ·	
11a. ORGANIZATION'S NAME				· · · · · · · · · · · · · · · · · · ·	#2.V27.27
OR 11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLI	E NAME	SUFFIX
TID. INDIVIDUAL S LAST NAME					
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTION ADD'L IN ORGANI DEBTOR	ZATION	11f. JURISDICTION OF OF	RGANIZATION 11g. ORGANIZATIONAL ID #, if any		f any
12. ADDITIONAL SECURED P 12a. ORGANIZATION'S NAME	ARTY'S <u>or</u> ASSIGNOR S/	P's NAME - insert only <u>one</u> nan	ne (12a or 12b)	<u></u>	
OR 12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDL	E NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
13. This FINANCING STATEMENT covers collateral or is filed as a X fixture	i	acted 16. Additional collateral de	escription:		
14. Description of real estate:					
Description: 4804 HIGHWA 35115	Y 25 MONTEVALLO	AL			
15. Name and address of a RECORD OW	NER of above-described real estate				
(if Debtor does not have a record into	erest):		- " · · · · · · · · · · · · · · · · · ·		······································
		17. Check only if applicable	<del></del>	مراجع المراجع	Dagadanda F. (1)
		<u> </u>	Trustee acting with respect to pro	operty held in trust or	Decedent's Estate
		18. Check <u>only</u> if applicable			
		Debtor is a TRANSMIT	TTING UTILITY th a Manufactured-Home Transacti	on effective 30 vears	
			th a Public-Finance Transaction		
					olutions, P.O. Box 2907



# FUTURE ADVANCE MORTGAGE ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (ALABAMA)



## STATE OF ALABAMA

# COUNTY OF SHELBY

THIS INDENTURE (herein this "Mortgage") made this 13th day of February, 2003, between Knowlwood, Inc., a corporation (hereinafter called the "Borrower", whether one or more) and COMPASS BANK, (hereinafter called "Bank"), Mortgagee.

THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9-402(6) OF THE CODE OF ALABAMA.

### WITNESSETH:

WHEREAS, Borrower is justly indebted to Bank on a loan (the "Lean") in the principal sum of Five Hundred Twenty Thousand and no/100 Dollars (\$529,000.00), or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note dated February 13, 2003 payable to Bank with interest thereon (the "Note") as follows:

CHECK IF	 On, or such earlier maturity date as provided in the Note or as provided in any Loan Document as defined below;

If not checked above, then on demand or as otherwise provided in the Note; and

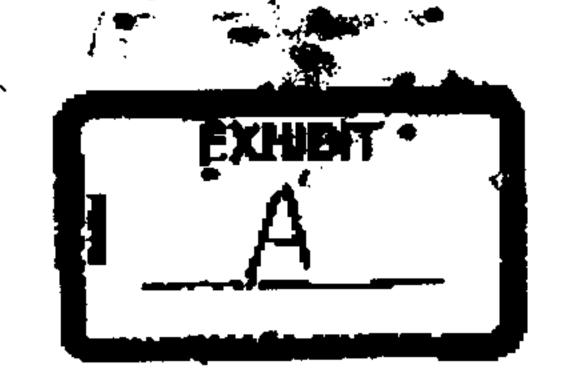
WHEREAS, Borrower may bereafter become indebted to Bank or to a subsequent holder of this Mortgage on loans or otherwise (the Bank and any subsequent holder of this Mortgage being referred to herein as "Leader"); and

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise, including all obligations incurred by the Borrower under any agreement between Borrower and Lender or any affiliate of Lender, whether now existing or hereafter entered into, which provides for an interest rate currency, equity, credit or commodity swap, cap, floor or collar, spot or foreign currency exchange transaction, cross currency rate swap, currency option, any combination of, or option with respect to, any of the foregoing or similar transactions, for the purpose of hedging the Borrower's exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio, or loan valuations or commodity prices (each, a "Hedge Agreement") (herein "Other Indebtedness").

NOW THEREFORE, the Borrower, in consideration of Lender's making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees,, and any and all Other Indebtedness as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note and set forth in all other documents evidencing, securing or executed in connection with the Loan (this Mortgage, the Note and such other documents are sometimes referred to herein as the "Loan Documents"), and as may be set forth in instruments evidencing or securing Other Indebtedness (the "Other Indebtedness Instruments") has bargained and sold and does hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of the Lender or hereafter acquired by the Borrower and subject to the lien of this Mortgage, or intended to be so, as the same may be constituted from time to time is hereinafter sometimes referred to as the "Mortgaged Property") to wit:

- (a) All that tract or parcel or parcels of land and estates particularly described on Exhibit A attached hereto and made part hereof (the "Land"):
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and 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, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

Naffar Denabus



Shelby Cnty Judge of Probate, AL

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A purcel of band histog inhubbed in the SE 14 of the NG 14 of Section 3, Township 24 North. Range 12 East, Shelby County, Alabases, being more particularly described as lesowe: From the SW corner of the SE X of the NE X of Section 3, Township 24 North, Range 12 East, Shally County, Mabanna, as beginning point non Horth along the West X - X ine 127.85 feet thence defined right 59 deg. 51 min. 02 sec. for 149.73 met, thence defined in 89 deg. 50 min. 35 sec. for 459.53 feet to the Greath right of way time of Mebarrar Highway No. 25; defect right along said dots of year line \$7 deg. 51 min, 14 sec. for 149.65 lest; trance dottes right from 584 right of why the 97 day. US min. 10 per. for \$40.62 lest, thenes deflect right 20 day, 49 min. 15 sec. kir 74.80 leak thence definet right 58 deg. 45 min. 29 sec. for 250.36 feet and back to the point of beginning being allusted in Shalby County, Alphama.
Lace and except 6 this of lend 75 fact of swen with across the price North side of subject tot being bibusted in Shaby County, Nuberill.