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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Lisa Parker (205) 250-8400	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Najjar Denaburg, P.C. Attn: Lisa Parker 2125 Morris Ave. Birmingham, AL 35203	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME AUM Pelham, L.L.C.				
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
1c. MAILING ADDRESS 2098 Royal Fern Lane		CITY Hoover	STATE AL	POSTAL CODE 35244
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION limited liability co.	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME M&F Bank				
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
3c. MAILING ADDRESS 3513 Pelham Parkway		CITY Pelham	STATE AL	POSTAL CODE 35124

4. This FINANCING STATEMENT covers the following collateral:

See attached Exhibit "A".

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 [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

EXHIBIT "A"

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All of the following described property of Debtor:

- (a) All of Debtor's Accounts;
- (b) All of Debtor's General Intangibles;
- (c) All of Debtor's Inventory;
- (d) All of Debtor's Equipment;
- (e) All of Debtor's Miscellaneous Collateral;
- (f) All of proceeds and products, as the case may be, of Debtor's Accounts, General Intangibles, Equipment, Inventory, and Miscellaneous Collateral;
- (g) All Debtor's monies and other property of any kind, real, personal, or mixed, and tangible or intangible, now or at any time or times hereafter, in the possession or under the control of Lender;
- (h) All accessions to, substitutions for and all replacements, products and cash and non-cash proceeds of (a) through (g) above, including, without limitation, proceeds of and unearned premiums with respect to insurance policies insuring any of the above-described Collateral; and
- (i) All books and records (including, without limitation, customer lists, credit files, magnetic, digital and laser tapes and disks, electronic and computer storage media, computer programs, print-outs, and other computer materials and records) of Debtor pertaining to any of (a) through (h) above.
- (j) The real property described on Exhibit "B", including all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on said property.

In addition, the description of collateral herein shall include "all personal property of Debtor of every description" (as permitted by the revised Uniform Commercial Code), as well as the more specific descriptions set forth above.

For purposes of the above and foregoing description of the Collateral, the following definitions shall apply:

Accounts- All accounts, accounts receivable, chattel paper, chattel mortgages, leases, instruments, documents, promissory notes, contracts for receipt of money, conditional sales contracts, and evidences of Debt of or owing to or acquired by Debtor whether now existing or hereafter arising, including, without limitation, (1) all accounts and other rights to payment of money which arise or result from Debtor's selling or other disposition of Debtor's goods or the providing of services by the Debtor, (2) the proceeds of any insurance covering the Collateral, including any accounts receivable insurance, and (3) the return of unearned insurance premiums.

Collateral- Collectively, the Debtor's Accounts, General Intangibles, Equipment, Inventory, and Miscellaneous Collateral, the other property and interests described in paragraphs (a) through (h) hereof and

the proceeds and products of each, as the case may be, and all other personal property of every description of Debtor.

Documents of Title- All present and hereafter acquired warehouse receipts, bills of lading, shipping documents, documents of title, chattel paper and instruments, whether negotiable or not, the goods and inventory relating thereto and represented thereby in all stages of manufacture, process or production, which arise under or relate to Letters of Credit issued by Secured Party in favor of Debtor.

Equipment- All equipment and fixtures of whatever kind or nature now owned or hereafter acquired by Debtor, including, without limitation, all machinery, vehicles, tools, dies, trade fixtures, furnishings and equipment, patterns, cranes, furniture, furnishings, motor vehicles, tractors, trailers, rolling stock, office machines and equipment, material handling equipment, manufacturing equipment, conveyors, forklifts, machine systems, computer, and all other goods used in the operation of Debtor's business, together with all accessories, parts and additions now or hereafter affixed thereto or used in connection therewith.


General Intangibles- All general intangibles of Debtor, whether now owned or hereafter acquired, including, without limitation, all choses in action, causes of action, corporate or other business records, deposit accounts, inventions, designs, patents, patent application, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, computer programs, all claims under guaranties, performance and payment bonds or bonds for the furnishing of labor and materials, rights under noncompetition agreements with third parties, cash surrender value of life insurance policies owned by Debtor, security interests or other security held by or granted to Debtor to secure payment of any of the Accounts by an account debtor, all rights to indemnification, and all other intangible property of every kind and nature.

Inventory- All inventory of whatever kind or nature of Debtor, now owned or hereafter acquired by Debtor, and wherever located, including, without limitation, all goods held for sale or lease or furnished or to be furnished under contracts, and any raw materials, goods in transit, work in process or finished goods, supplies, returned or repossessed goods, together with all goods and materials used or consumed in Debtor's business.

Investment Property- The meaning ascribed to said term in the applicable Uniform Commercial Code.

Miscellaneous Collateral- The Borrower's Investment Property, Instruments, Chattel Paper, Documents, Supporting Obligations, Money, Letter-of-Credit Rights, Deposit Accounts, Commercial Tort Claims, all as the said terms are defined in the Uniform Commercial Code, and wherever the same be located.

The security interest granted herein includes all of the above and foregoing properties and interests of Debtor, wherever located.


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EXHIBIT "B"

LEGAL DESCRIPTION

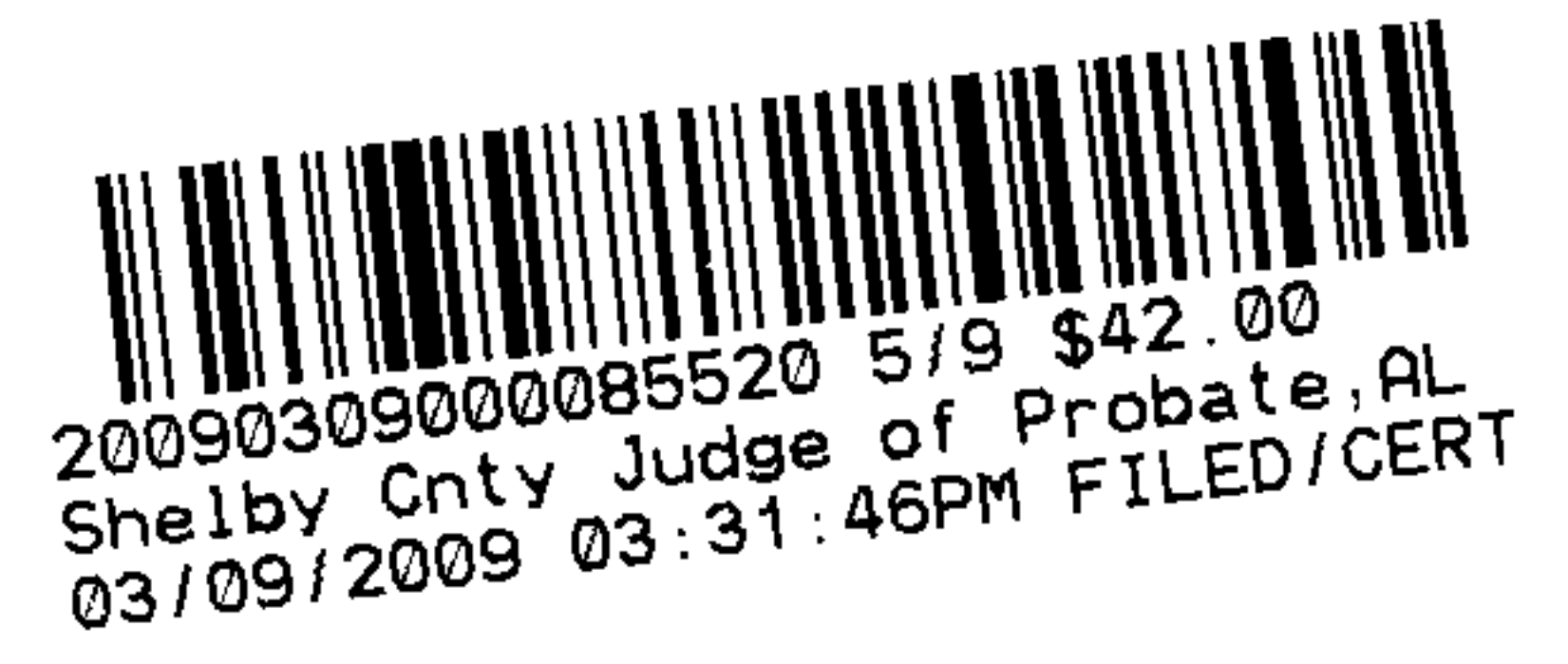
A parcel of land located in the Southwest Quarter of Section 31, Township 19 South and the Northwest Quarter of Section 6, Township 20 South, Range 2 West, City of Pelham, Shelby County, Alabama; being more particularly described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ Southwesterly 935.96 feet to the Point of Beginning; thence continue Southwesterly along the same course 390.00 feet; thence right $129^{\circ}40'07''$ Northeasterly 381.90 feet; thence right $76^{\circ}56'58''$ Easterly 298.62 feet; thence left $90^{\circ}00'00''$ Northerly 65.01 feet; thence left $10^{\circ}19'12''$ Northwesterly 238.95 feet to the new Southerly Right-of-way line of Alabama Highway No. 119, being on a curve to the left, concave Northerly, with a radius of 1979.89 feet, a central angle of $00^{\circ}17'36''$ and a chord length of 10.14 feet; thence right $99^{\circ}43'25''$ to the chord of said curve and run Easterly, then Northeasterly 10.14 feet along the arc of said curve Right-of-Way line; thence an interior angle left of $99^{\circ}43'25''$ from said curve chord Southeasterly 47.08 feet; thence right $90^{\circ}00'00''$ Westerly 7.00 feet; thence left $90^{\circ}00'00''$ Southeasterly 190.41 feet; thence right $10^{\circ}19'12''$ Southerly 69.00 feet; thence right $90^{\circ}00'00''$ Westerly 129.88 feet; thence left $115^{\circ}06'05''$ Southeasterly 213.78 feet to the Point of Beginning.

Together with

1) A non-exclusive easement for vehicular and pedestrian ingress and egress over and across those parcels of real property described as follows:

i) Commence at the Southeast Corner of the Southwest 1/4 of Section 31; thence run North along the 1/4 section line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds, 517.90 feet; thence 106 degrees 46 minutes 08 seconds right and run in a Northwesterly direction along the Easterly property line of the "Interstate Restaurant Investors" property (which is the Westerly property line of the "Bassett Furniture" property) for a distance of 188.10 feet to the POINT OF BEGINNING; thence continue on last stated course 86.03 feet to an existing joint driveway easement as recorded by Instrument #1994-17716, in the Probate Office of Shelby County, Alabama;



thence 90 degrees 00 minutes 00 seconds left 16.22 feet; thence 82 degrees 42 minutes 48 seconds left and leaving said existing easement run a distance of 83.28 feet; thence 90 degrees 00 minutes 00 seconds left 27.0 feet to the point of beginning.

ii) Commence at the Southeast Corner of the Southwest Quarter of Section 31; thence run North along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds, 517.90 feet; thence 106 degrees 46 minutes 08 seconds right and run in a Northwesterly direction along the Westerly property line of "Bassett Furniture" property (which is the Easterly property line of the "Interstate Restaurant Investors" property) for a distance of 188.10 feet to the Point of Beginning; thence continue on last stated course 86.03 feet to an existing joint driveway easement as recorded by Instrument #1994-17716, in the Probate Office of Shelby County, Alabama; thence 90 degrees 00 minutes 00 seconds right, 11.0 feet; thence 97 degrees 17 minutes 12 seconds right and leaving said existing easement run a distance of 86.73 feet to the POINT OF BEGINNING.

iii) A strip 36 feet in width, extending back from Highway 119, 100 feet along the border between "Bassett Furniture" property and "Interstate Restaurant Investors" property, for the use of a joint driveway. Said joint driveway is to be 36 feet in width, extending back 100 feet from Highway 119, one-half of which is located on the "Bassett Furniture" property and one-half located on the "Interstate Restaurant Investors" property; being further described as follows: Commence at a point 11 feet Westerly and 16.33 feet Easterly of the Northeast and Northwest corners, respectively, of an easement described in Instrument #1999-49463, being the point of beginning of the centerline of the 36 foot wide easement described in Instrument #1994-17716, being on the joint property line of an existing Bassett Furniture Store on the East and property owned by Interstate Restaurant Investors (IRI) on the West; thence run Northwesterly along the property line 100 feet to the old South right-of-way line (80 foot wide right-of-way) of Alabama Highway No. 119, said easement being 36 feet wide, 18 feet on both sides of the above described centerline.

2) An non-exclusive easement for ingress, egress and utilities over and across that portion of the real property known as the Frontage Road described as follows:

- i) A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of said Section 31; thence run in a Northerly direction along the East boundary of the said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a Southwesterly direction for a distance of 1,325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a Northeasterly direction for a distance of 683.30 feet to point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the left of 100 degrees 50 minutes 51 seconds to the chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 05 degrees 28 minutes 31 seconds and a chord distance of 190.47 feet; thence run in a Easterly direction parallel with the South right-of-way line of Alabama Highway No. 119 for a distance of 190.54 feet to the end of the easement herein described.
- ii) A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of said Section 31; thence run in a Northerly direction along the East boundary of the said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a Southwesterly direction for a distance of 1,325.96 feet; thence turn a deflection angle to the right of 129 degrees 40 minutes 07 seconds and run in a Northeasterly direction for a distance of 683.30 feet to point on a curve to the left; thence turn an interior angle to the left of 100 degrees 50 minutes 51 seconds to the chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 05 degrees 28 minutes 31 seconds and a chord distance of 190.47 feet; thence turn in an Easterly direction parallel with the South right-of-way line of Alabama Highway No. 119 for a distance of 190.54 feet to a point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the right 172 degrees 37 minutes 09 seconds from chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 09 degrees 17 minutes 10 seconds; a chord distance of 322.80 feet; thence run along the arc of said curve parallel to said right-of-way for a distance of 323.16 feet to the end of the easement herein described.



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- 2) A non-exclusive easement for driveway access across Buffalo's Cafe described as follows: Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet; thence right 106 degrees 46 minutes 08 seconds Northwesterly 188.10 feet; thence left 82 degrees 42 minutes 48 seconds Westerly 27.00 feet; thence left 90 degrees 00 minutes 00 seconds Southerly 79.46 feet; thence right 86 degrees 49 minutes 01 seconds Westerly 129.18 feet; thence left 00 degrees 29 minutes 40 seconds Westerly 117.75 feet to the point of beginning of the centerline of a 24 feet wide Access Easement; thence right 85 degrees 55 minutes 12 seconds Northwesterly 208.63 feet to the termination of said easement. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.
- 4) Beneficial rights for easement(s) for storm water drainage, sanitary sewer and utility easement, described as follows: Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet; thence right 106 degrees 46 minutes 08 seconds Northwesterly 188.10 feet; thence left 82 degrees 42 minutes 48 seconds Westerly 27.00 feet; thence left 90 degrees 00 minutes 00 seconds Southerly 79.46 feet; thence right 86 degrees 49 minutes 01 seconds Westerly 119.18 feet to the Point of Beginning of the centerline of a twenty foot wide sanitary sewer and utility easement; thence continue Westerly along the same course 10 feet to a Point "A"; thence left 00 degrees 29 minutes 40 seconds Westerly 154.35 feet to a Point "B"; thence right 85 degrees 55 minutes 12 seconds Northwesterly 205.00 feet; thence right 71 degrees 00 minutes 00 seconds Northeasterly 73 feet, more or less, to the Southerly Right-of-Way line of Alabama Highway No. 119 to the termination of said easement. Also commencing at Point "A" and proceeding to Point "B" as the Point of Beginning of the centerline of a twenty foot wide sanitary sewer and utility easement; thence left 83 degrees 45 minutes 35 seconds Southerly 65.01 feet to a Point "C" at the termination of said easement. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

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Also commencing at Point "B" and proceeding to Point "C" as the Point of Beginning; thence left 90 degrees 00 minutes 00 seconds Easterly ten feet; thence right 90 degrees 00 minutes 00 seconds Southerly forty feet; thence right 90 degrees 00 minutes 00 seconds Westerly 257 feet, more or less to the East line of a drainage easement recorded in Instrument #1998-7162; thence right 105 degrees Northeasterly, more or less, 43 feet, more or less along said East line of the drainage easement, to the South line of "CAHABA VALLEY STATION"; thence right 75 degrees, more or less, Easterly 235 feet, more or less, to the Point of Beginning.

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet; thence right 106 degrees 46 minutes 08 seconds Northwesterly 188.10 feet; thence left 82 degrees 42 minutes 48 seconds Westerly 27.00 feet; thence left 90 degrees 00 minutes 00 seconds Southerly 79.46 feet; thence right 86 degrees 49 minutes 01 seconds Westerly 129.18 feet; thence right 89 degrees 48 minutes 11 seconds Northerly 5.00 feet to the point of beginning of the centerline of a 10 foot wide storm sewer easement; thence left 90 degrees 17 minutes 51 seconds Westerly 92.53 feet; thence left 15 degrees 39 minutes 35 seconds Southwesterly 62.63 feet to the point of termination. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

- 5) A non-exclusive easement for driveway access across Cahaba Valley Station, LLC property described as follows: A parcel of land situated in the Southwest one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest one-quarter of said Section 31; thence run in a Northerly direction along the East boundary of said Southwest one-quarter for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a Southwesterly direction for a distance of 1325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a Northeasterly direction for a distance of 381.90 feet to the POINT OF BEGINNING; thence turn a deflection angle to the right 76 degrees 56 minutes 58 seconds and run in a Northeasterly direction for a distance of 43.63 feet; thence turn an interior angle to the right 103 degrees 03 minutes 02 seconds and run in a Northeasterly direction for a distance of 312.11 feet to the South right-of-way line of Alabama Highway No. 119



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and a point on a curve to the right; thence turn an interior angle to the right 80 degrees 57 minutes 02 seconds to the chord of said curve, said curve having a radius of 1979.89 feet, a central angle of 00 degrees 43 minutes 30 seconds, a chord distance of 25.05 feet; thence run in a Southwesterly direction along the arc of said curve and along the said right-of-way line for a distance of 25.05 feet; thence leaving said right-of-way, turn an interior angle to the right 98 degrees 54 minutes 23 seconds from chord of said curve and run in a Southwesterly direction for a distance of 272.85 feet to a point on a curve to the right; thence turn an interior angle to the right 225 degrees 08 minutes 23 seconds to the chord of said curve, said curve having a radius of 20.00 feet; a central angle of 81 degrees 24 minutes 15 seconds, a chord distance of 26.09 feet; thence run along the arc of said curve 28.42 feet; thence turn an interior angle to the right 135 degrees 00 minutes 12 seconds from chord of said curve and run in a Southwesterly direction for a distance of 26.72 feet to the POINT OF BEGINNING.