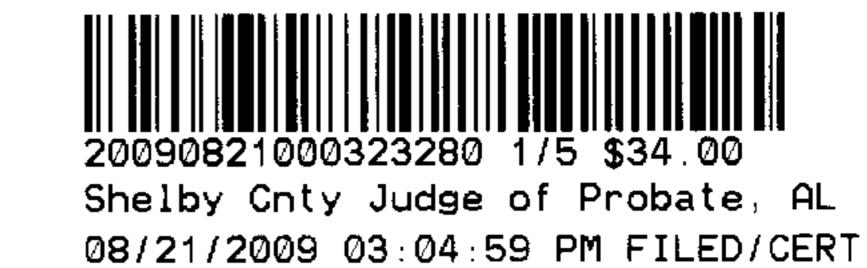
	 ,		
	 	•••	
••••			
	 		···· · · · · · · · · · · · · · · · ·
····	 		



UCC FINANCING STATEMENT

JUU PIIAMIACIIAO O I WILLIAILIA I	
OLLOW INSTRUCTIONS (front and back) CAREFULLY	
A. NAME & PHONE OF CONTACT AT FILER [optional]	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Ray D. Gibbons, Esq.	
Bradley Arant Boult Cummings LLP	
One Federal Place	
1819 Fifth Avenue North	
Birmingham, AL 35203	
	1
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)) - do not abbrev
1a. ORGANIZATION'S NAME	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

	IIIEAGOTE	OI MOLIOI (
1, DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a	or 1b) - do not abbreviate or combine names			
1a. ORGANIZATION'S NAME		······································		
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
Mitchell	John	L.		Jr.
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1527 Brimfield Drive	Sewickley	PA	15143	USA
ADD'L INFO RE 1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
ORGANIZATION DEBTOR	j			NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one of	lebtor name (2a or 2b) - do not abbreviate or com	oine names		
2a. ORGANIZATION'S NAME				······································
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
Mitchell	Joyce	Craw		
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1527 Brimfield Drive	Sewickley	PA	15143	USA
ADD'L INFO RE 2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		y
ORGANIZATION ' DEBTOR	, [NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR	R S/P) - insert only one secured party name (3a or	3b)		
3a. ORGANIZATION'S NAME		······		
ServisFirst Bank				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3300 Cahaba Road, Suite 300	Birmingham	AL	35223	USA

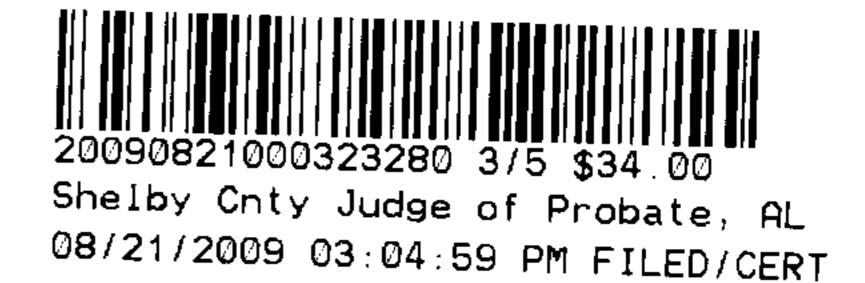
See Schedule A attached hereto for description of Collateral.

This financing statement is filed in connection with a Mortgage and Security Agreement being filed simultaneously herewith, on which the appropriate mortgage tax has been paid.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR	CONSIGNEE/CONS	IGNOR BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. ✓ This FINANCING STATEMENT is to be filed [for record] (or recorded ESTATE RECORDS. Attach Addendum) in the REAL 7. Che [if applicable] [AD	ock to REQUEST SEARCH REPORTED TO THE PORT OF THE PORT	ORT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA					
Filed in Shelby County, Alabama (S0302					

^{4.} This FINANCING STATEMENT covers the following collateral:

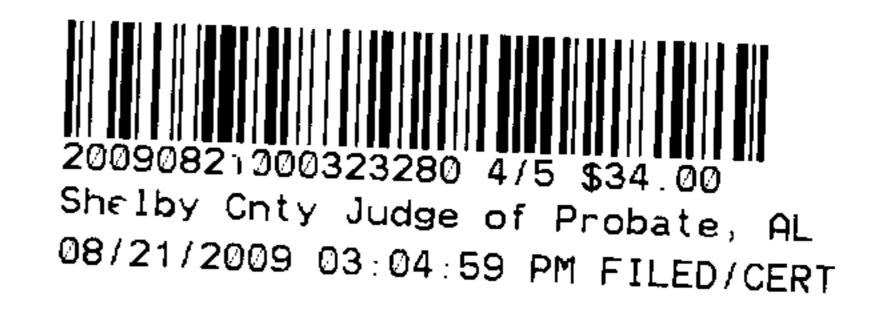
UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY				20090821000323280 2/5 \$34.00 Shelby Cnty Judge of Probate, AL			
		or 1b) ON RELATED FINANCING STATE	MENT	S Ø	helby Cn [.] 8/21/2009	ty Judge of Prob 9 03:04:59 PM FI	LED/CERT
	9a. ORGANIZATION'S NAME		· · · · · · · · · · · · · · · · · · ·				
OR	9b. INDIVIDUAL'S LAST NAME Mitchell	FIRST NAME John	MIDDLE NAME, SUFFIX L., Jr.				
10. /	MISCELLANEOUS:						
11	ADDITIONAL DERTOR'S EV	ACT FULL LEGAL NAME incort columns				OR FILING OFFICE (JSE ONLY
11.	11a. ORGANIZATION'S NAME	ACT FULL LEGAL NAME - insert only one na	ame (11a or 11b) - do not abbrevia	ate or combine names	. <u> </u>		
OB							
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	· · · · · · · · · · · · · · · · · · ·	MIDDLE N	AME	SUFFIX
11c.	MAILING ADDRESS		CITY	<u></u> , <u>-</u>	STATE	POSTAL CODE	COUNTRY
11d.		NFO RE 11e. TYPE OF ORGANIZATION IIZATION R	11f. JURISDICTION OF ORG	ANIZATION	11g. ORG/	ANIZATIONAL ID#, if any	NONE
12.		PARTY'S or ASSIGNOR S/P'S	NAME - insert only <u>one</u> name (12a or 12b)	<u>!</u>		
	12a. ORGANIZATION'S NAME			· · · · · · · · · · · · · · · · · · ·		···	
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	······································	MIDDLE N	AME	SUFFIX
12c. I	MAILING ADDRESS		CITY	<u> </u>	STATE	POSTAL CODE	COUNTRY
14.	This FINANCING STATEMENT cover collateral, or is filed as a fixture. Description of real estate:	e filing.	16. Additional collateral descri	iption:			
	of real estate.	hed hereto for description					
15.	Name and address of a RECORD Country (if Debtor does not have a record into	WNER of above-described real estate terest):					
			17. Check only if applicable at Debtor is a Trust or Trust or Trust or 18. Check only if applicable at Debtor is a TRANSMITTING Filed in connection with a	rustee acting with resp nd check <u>only</u> one box. IG UTILITY	ect to propert		edent's Estate



SCHEDULE A TO UCC FINANCING STATEMENT (DESCRIPTION OF COLLATERAL)

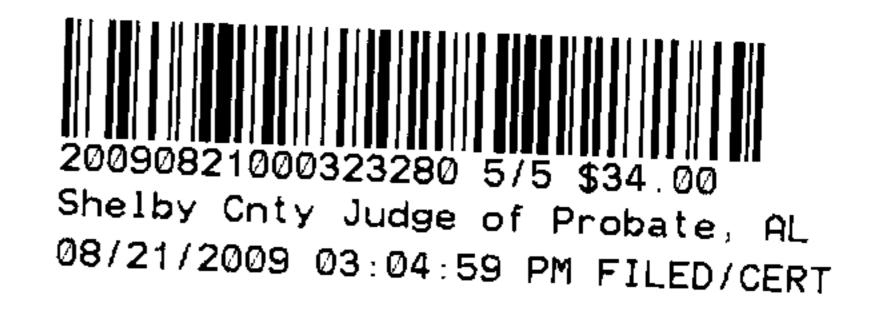
All of each Debtor's right, title and interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (hereinafter referred to collectively as the "Mortgaged Property"):

- (a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described on <u>Exhibit A</u> attached hereto and made a part hereof (the "Land");
- (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 any Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, 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");
- (c) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, 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 Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by any Debtor;
- (d) All rents, issues, profits, revenues and proceeds of and from the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of any Debtor of, in and to the same; and
- (e) Each Debtor's interest in and rights under any and all agreements of any Debtor with any contractor, architect, engineer or other Person with respect to any construction work to be performed with respect to the Mortgaged Property, any and all renewals, extensions or modifications thereof and guaranties of performance to any Debtor thereunder, and any and all plans and specifications with respect thereto, and any and all ground leases, leases, tenant



contracts, rental agreements, franchise agreements, management contracts, contracts for the sale of the Mortgaged Property or any site within the Mortgaged Property and other contracts, licenses and permits now or hereafter affecting the Mortgaged Property, or any part thereof, together with all of the rents, issues, and profits now due and which may hereafter become due thereunder.

EXHIBIT A



DESCRIPTION OF LAND

Lot 70, according to the Survey of Shoal Creek, as recorded in Map Book 6, page 150, in the Probate Office of Shelby County, Alabama.

.