

THIS INSTRUMENT PREPARED BY:

Randolph H. Lanier

BALCH & BINGHAM LLP

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20091230000476990 1/31 \$101.00
Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA

COUNTIES OF JEFFERSON,
CALHOUN AND SHELBY

**TRANSFER AND ASSIGNMENT OF
PROMISSORY NOTES, MORTGAGES AND OTHER LOAN DOCUMENTS**

FOR VALUABLE CONSIDERATION, in hand paid to the undersigned **STREET RESIDENTIAL CONSTRUCTION, L.L.C.**, an Alabama limited liability company (“Assignor”), by **SUPERIOR BANK**, a federal savings bank (“Assignee”), the receipt of which is hereby acknowledged by Assignor, the Assignor has sold, transferred and assigned, granted and conveyed and by these presents sells, transfers, assigns, grants and conveys unto assignee, with full recourse:

- (i) all those promissory notes, mortgages, guaranties and other loan documents evidencing and securing loans from Regions Bank to Street Residential Construction, Inc., ASKJ, LLC, Bamerlane, LLC, Camerlane, LLC, Cobblestone Glen Townhomes, LLC, Ridge Trace, LLC, Ridgecrest Homes, LLC, and Shiloh Creek, LLC, as specifically set forth on **Exhibit A**, attached hereto and made a part hereof (collectively, the “Assigned Loan Documents”), such Assigned Loan Documents having been assigned from Regions Bank to Assignor pursuant to instruments recorded or to be recorded in the Probate Offices of Jefferson County, Alabama, Shelby County, Alabama and Calhoun County, Alabama, together with
- (ii) all other documents evidencing or securing the indebtedness described in the Assigned Loan Documents, together with the debt thereby evidenced and secured.

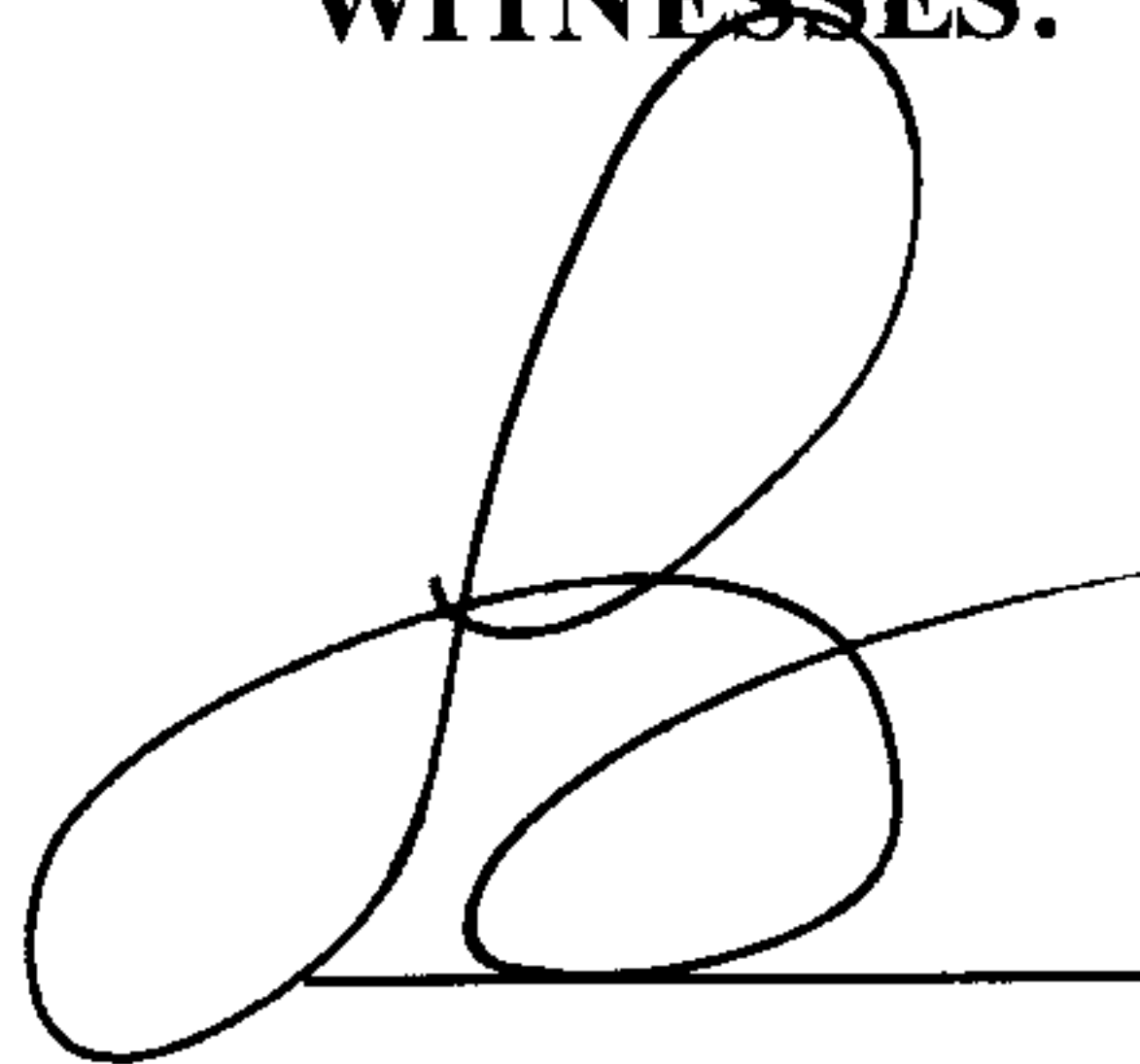
AND THE ASSIGNOR WARRANTS AND REPRESENTS TO THE ASSIGNEE that:

- (a) Assignor is the owner of the Assigned Loan Documents, and Assignor is the entity entitled to enforce the promissory notes, mortgages, guaranties and other loan documents comprising the Assigned Loan Documents;
- (b) All signatures on the Assigned Loan Documents are authentic and authorized;

- (c) The Assigned Loan Documents have not been altered;
- (d) The Assignor has no knowledge of any insolvency or bankruptcy proceeding commenced with respect to Street Residential Construction, Inc., ASKJ, LLC, Bamerlane, LLC, Camerlane, LLC, Cobblestone Glen Townhomes, LLC, Ridge Trace, LLC, Ridecrest Homes, LLC, and Shiloh Creek, LLC;
- (e) The outstanding balance of the principal owed on the promissory notes described on **Exhibit A**, and being a part of the Assigned Loan Documents as of the date of this Assignment is \$22,003,930.03; and
- (g) The Assigned Loan Documents are not subject to any setoff, claim in recoupment, counterclaim or defense which can be asserted against Assignor or which otherwise could affect the validity or value of said Assigned Loan Documents.

EXECUTED effective as of the 17 day of December, 2009.

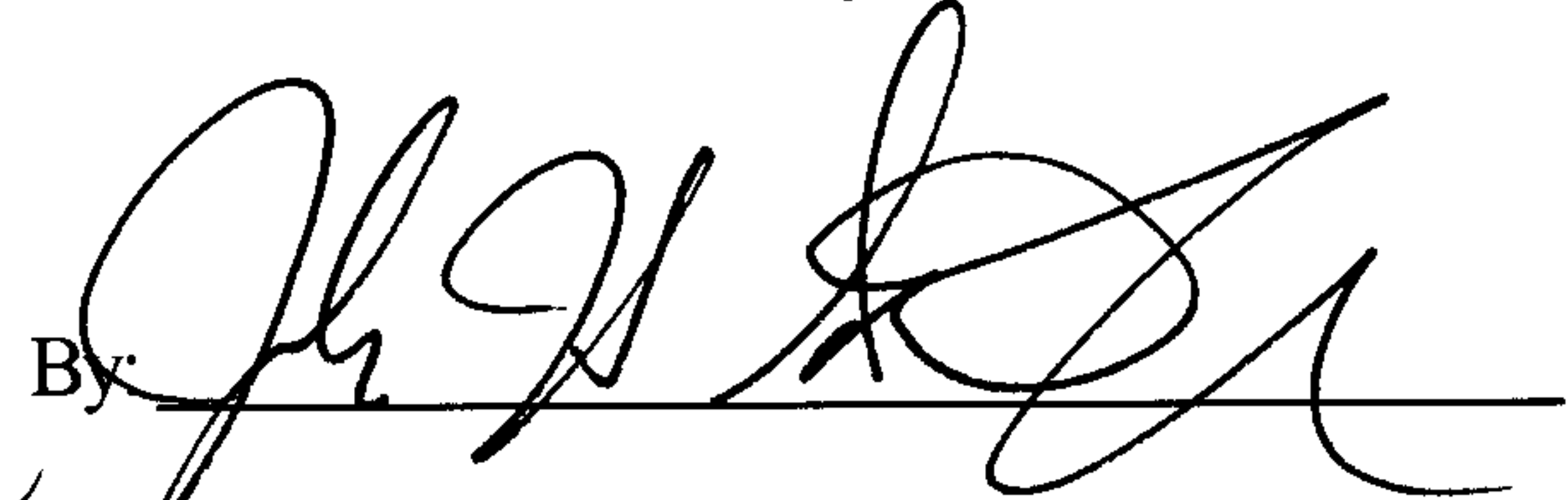
WITNESSES:



Name:

LORI BROWN

**STREET RESIDENTIAL
CONSTRUCTION, L.L.C.,**
an Alabama limited liability company



By:

Name: John H. Street, Jr.

Title: Manager

STATE OF ALABAMA

COUNTY OF JEFFERSON



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I, Kathy K. Oliver, a notary public in and for said county in said state, hereby certify that **John H. Street, Jr.**, as the Manager of **STREET RESIDENTIAL CONSTRUCTION, L.L.C.**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 17th day of December, 2009.

Kathy K. Oliver
Notary Public

[Notarial Seal]

My Commission Expires: 07-23-2011

EXHIBIT "A"


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I. ASKJ, LLC, an Alabama Limited Liability Company

A. The ASKJ, LLC Guaranties

1. That certain Continuing Guaranty (Unlimited) dated February 7, 2003 executed by John H. Street, Jr. in favor of AmSouth Bank, now Regions Bank ("AmSouth") guaranteeing, without limitation, payment of all indebtedness of ASKJ, LLC, an Alabama limited liability company ("ASKJ") to AmSouth.
2. That certain Continuing Guaranty (Unlimited) dated February 7, 2003 executed by Donald R. Slatton in favor of AmSouth guaranteeing, without limitation, payment of all indebtedness of ASKJ to AmSouth.
3. That certain Continuing Guaranty Agreement dated November 28, 2006 executed by Donald R. Slatton in favor of AmSouth guaranteeing, without limitation, payment of all indebtedness of ASKJ to AmSouth.
4. That certain Continuing Guaranty Agreement dated November 30, 2006 executed by John H. Street, Jr. in favor of AmSouth guaranteeing, without limitation, payment of all indebtedness of ASKJ to AmSouth.
5. That certain Continuing Guaranty Agreement dated November 30, 2006 executed by Camerlane, LLC, an Alabama limited liability company, in favor of AmSouth guaranteeing, without limitation, payment of all indebtedness of ASKJ to AmSouth
6. That certain Continuing Guaranty Agreement dated August 23, 2007 executed by John H. Street, Jr. in favor of Regions Bank, successor by merger of AmSouth Bank ("Regions") guaranteeing, without limitation, payment of all indebtedness of ASKJ to Regions.

B. ASKJ, LLC Loan No. 1

That certain loan dated April 5, 2007 from Regions to ASKJ, secured by real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated April 5, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$1,416,800.00;
2. That certain Promissory Note dated April 5, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$1,416,800.00, as extended by those certain Extension Agreements dated May 15, 2008 and

November 18, 2008, executed by ASKJ in favor of Regions; as secured by, without limitation,

3. That certain Future Advance Mortgage dated April 5, 2007, executed by ASKJ in favor of AmSouth, recorded in Instrument Number 20070411000166240 in the Office of the Judge of Probate of Shelby County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Shelby County, Alabama, as more particularly described therein. Certain parcels of the property described in the mortgage have been released, as evidenced by that certain Partial Release of Lien of Mortgage which is of record. Based on an updated title commitment effective October 20, 2009, at least four (4) parcels remain subject to the mortgage: Lots 34, 37, 70 and 74 (Survey of Lake Forest, Sixth Addition), as more particularly described in the mortgage.
4. Together with all other documents evidencing or securing the loan, whether or not described above.

C. ASKJ, LLC Loan No. 2

That certain loan dated November 30, 2006 from Regions to ASKJ secured by real estate located in **Jefferson County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Note for Business and Commercial Loans dated November 30, 2006, executed by ASKJ in favor of AmSouth in the principal amount of \$379,000.00, as extended by that certain Extension Agreement dated December 22, 2008, executed by ASKJ in favor of Regions; as secured by, without limitation,
 - (i) That certain Mortgage dated November 30, 2006, executed by ASKJ in favor of AmSouth, recorded in Book LR200666, Page 19077 in the Office of the Judge of Probate of Jefferson County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Jefferson County, Alabama, as more particularly described therein. Certain parcels of the property described in the mortgage have been released, as evidenced by those certain Partial Releases of Lien of Mortgage, which are of record. Based on an updated title commitment effective October 12, 2009, at least twenty five (25) parcels remain subject to the mortgage: Lots 5, 6, 7, 8, 9, 10, 21, 22, 23, 24, 25, 26, 27, 34, 35, 36, 37, 38, 39, 40, 67, 68, 69, 70 and 71 (Timberleaf Subdivision Sector I), as more particularly described in the mortgage;

2. That certain Note for Business and Commercial Loans dated November 30, 2006, executed by ASKJ in favor of AmSouth in the principal amount of \$1,137,000.00, as extended by that certain Extension Agreement dated December 22, 2008, executed by ASKJ in favor of Regions; as secured by, without limitation
 - (i) That certain Mortgage dated November 30, 2006, executed by ASKJ in favor of AmSouth, recorded in Book LR200666, Page 19073 in the Office of the Judge of Probate of Jefferson County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Jefferson County, Alabama, as more particularly described therein. Certain parcels of the property described in the mortgage have been released, as evidenced by those certain Partial Releases of Lien of Mortgage, which are of record. Based on an updated title commitment effective October 12, 2009, at least twenty five (25) parcels remain subject to the mortgage: Lots 5, 6, 7, 8, 9, 10, 21, 22, 23, 24, 25, 26, 27, 34, 35, 36, 37, 38, 39, 40, 67, 68, 69, 70 and 71 (Timberleaf Subdivision Sector I), as more particularly described in the mortgage.
3. Together with all other documents evidencing or securing the loan, whether or not described above.

D. ASKJ, LLC Loan No. 3

That certain loan dated December 14, 2006 from Regions to ASKJ secured by real estate located in **Jefferson County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Note for Business and Commercial Loans dated December 14, 2006, executed by ASKJ in favor of AmSouth in the principal amount of \$1,305,000.00, as extended by that certain Extension Agreement dated January 26, 2009, executed by ASKJ in favor of Regions; as secured by, without limitation,
2. That certain Mortgage dated December 14, 2006, executed by ASKJ in favor of AmSouth, recorded in Book LR200666, Page 25494 in the Office of the Judge of Probate of Jefferson County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Jefferson County, Alabama, as more particularly described therein. Certain parcels of the property described in the Mortgage have been released, as evidenced by that certain Partial Release of Lien of Mortgage, which is of record. Based on an updated title commitment effective of October 12, 2009, at least eighteen (18) parcels remain subject to the Mortgage: Lots 406, 407, 408, 409, 410, 411, 412,

413, 414, 415, 417, 418, 420, 421, 422, 423, 424 and 425 (Survey of Lake Crest Phase 9), as more particularly described in the Mortgage.

3. Together with all other documents evidencing or securing the loan, whether or not described above.

E. ASKJ, LLC Loan No. 4

That certain loan dated May 22, 2007 from Regions to ASKJ secured by real estate located in **Jefferson County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated May 22, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$381,600.00;
2. That certain Promissory Note dated May 22, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$381,600.00, as extended by those certain Extension Agreements dated June 20, 2008 and December 22, 2008, executed by ASKJ in favor of Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage dated May 22, 2007, executed by ASKJ in favor of AmSouth, recorded in Book LR200762, Page 26920 in the Office of the Judge of Probate of Jefferson County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Jefferson County, Alabama, including, without limitation: Lots 1 and 76 (Timberleaf Subdivision, Phase 1), as more particularly described in the mortgage.
4. Together with all other documents evidencing or securing the loan, whether or not described above.

F. ASKJ, LLC Loan No. 5

That certain loan dated January 9, 2007 from Regions to ASKJ secured by real estate located in **Jefferson County, Alabama**, as evidenced by, without limitation, the following documents

1. That certain Builder Construction Loan Agreement dated January 9, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$1,023,200.00;
2. That certain Promissory Note dated January 9, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$1,023,200.00, as modified by that certain Loan Modification Agreement dated May 23, 2007, executed by ASKJ in favor of AmSouth, and as extended by those certain

Extension Agreements dated January 28, 2008 and August 21, 2008, executed by ASKJ in favor of Regions; as secured by, without limitation,

3. That certain Future Advance Mortgage dated January 9, 2007, executed by ASKJ in favor of AmSouth, recorded in Book LR200760, Page 8661 in the Office of the Judge of Probate of Jefferson County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Jefferson County, Alabama, as more particularly described therein. A certain parcel of the property described in the mortgage has been released, as evidenced by that certain Partial Release of Lien of Mortgage which is of record. Based on an updated title commitment effective October 12, 2009, at least five (5) parcels remain subject to the mortgage: Lots 28, 29, 30, 31 and 32 (Survey of Timberleaf Subdivision, Phase 1), as more particularly described in the mortgage.
4. Together with all other documents evidencing or securing the loan, whether or not described above.

G. ASKJ, LLC Loan No. 6

That certain loan dated January 9, 2006 from Regions to ASKJ secured by real estate located in **Jefferson County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated January 9, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$2,256,000.00;
2. That certain Promissory Note dated January 9, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$2,256,000.00, as extended by those certain Extension Agreements dated January 25, 2008 and August 21, 2008, executed by ASKJ in favor of Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage dated January 9, 2007, executed by ASKJ in favor of AmSouth, recorded in Book LR200760, Page 8655 in the Office of the Judge of Probate of Jefferson County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Jefferson County, Alabama, as more particularly described therein. Certain parcels of the property described in the mortgage have been released, as evidenced by those certain Partial Releases of Lien of Mortgage, which are of record. Based on an updated title commitment effective October 12, 2009, at least six (6) parcels remain subject to the mortgage: Lots 427, 428, 429, 432, 434 and 435 (Survey of Lake Crest Phase 9), as more particularly described in the mortgage.

4. Together with all other documents evidencing or securing the loan, whether or not described above.

H. ASKJ, LLC Loan No. 7

That certain loan dated May 3, 2007 from Regions to ASKJ secured by real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Promissory Note dated May 3, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$135,800.00, as extended by those certain Extension Agreements dated June 20, 2008 and December 22, 2008, executed by ASKJ in favor of Regions; as secured by, without limitation,
2. That certain Mortgaged dated May 3, 2007, executed by ASKJ in favor of AmSouth, recorded in Instrument Number 20070509000218960 in the Office of the Judge of Probate of Shelby County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Shelby County, Alabama, as more particularly described therein, including, without limitation: Lots 66 and 71 (Lake Forest, Sixth Addition), as more particularly described in the mortgage.
3. Together with all other documents evidencing or securing the loan, whether or not described above.

I. ASKJ, LLC Loan No. 8

That certain loan dated August 23, 2007 from Regions to ASKJ secured by real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated August 23, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$204,000.00;
2. That certain Promissory Note dated August 23, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$204,000.00; as secured by, without limitation,
3. That certain Future Advance Mortgage dated August 23, 2007, executed by ASKJ in favor of AmSouth, recorded in Instrument Number 20070920000441040 in the Office of the Judge of Probate of Shelby County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Shelby County, Alabama, as more particularly described therein, including, without limitation: Lot 28 (Lake Forest, Sixth Sector), as more particularly described in the mortgage.

4. Together with all other documents evidencing or securing the loan, whether or not described above.

J. ASKJ, LLC Loan No. 9

That certain loan dated October 5, 2007 from Regions to ASKJ secured by real estate located in **Jefferson County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated October 5, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$646,400.00;
2. That certain Promissory Note dated October 5, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$646,400.00, as extended by that certain Extension Agreement dated November 18, 2008, executed by ASKJ in favor of Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage dated October 5, 2007, executed by ASKJ in favor of AmSouth, recorded in Book LR200715, Page 22205 in the Office of the Judge of Probate of Jefferson County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Jefferson County, Alabama, as more particularly described therein. Certain parcels of the property described in the mortgage have been released, as evidenced by those certain Partial Releases, which are of record. Based on an updated title commitment effective October 12, 2009, at least one (1) parcel remains subject to the mortgage: Lot 72 (Survey of Timberleaf Subdivision, Phase 1), as more particularly described in the mortgage.
4. Together with all other documents evidencing or securing the loan, whether or not described above.

K. ASKJ, LLC Loan No. 10

That certain loan dated August 23, 2007 from Regions to ASKJ secured by real estate located in **Jefferson County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated August 23, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$196,000.00;
2. That certain Promissory Note dated August 23, 2007, executed by ASKJ in favor of AmSouth in the principal amount of \$196,000.00, as modified by that certain Loan Modification Agreement dated April 17, 2008, executed by ASKJ in favor of Regions, and as extended by that certain

Extension Agreement dated September 22, 2008, executed by ASKJ in favor of Regions; as secured by, without limitation,

3. That certain Future Advance Mortgage dated August 23, 2007, executed by ASKJ in favor of AmSouth, recorded in Book LR200764, Page 20052 in the Office of the Judge of Probate of Jefferson County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Jefferson County, Alabama, as more particularly described therein, including, without limitation: Lot 9 (Final Plat of Weatherstone Phase 1), as more particularly described in the mortgage.
4. Together with all other documents evidencing or securing the loan, whether or not described above.

L. ASKJ, LLC Loan No. 11

That certain loan dated November 13, 2007 from Regions to ASKJ secured by real estate located in **Santa Rosa County, Florida**, as evidenced by, without limitation, the following documents:

1. That certain Promissory Note dated November 13, 2007, executed by ASKJ in favor of Regions in the principal amount of \$164,800.00, as extended by that certain Extension Agreement dated November 18, 2008, executed by ASKJ in favor of Regions; as secured by, without limitation,
2. That certain Mortgage dated November 13, 2007, executed by ASKJ in favor of Regions, recorded in Official Records Book 2785, Page 1484, of the Public Records of Santa Rosa County, Florida, granting to Regions a first priority security interest in, without limitation, certain property located in Santa Rosa County, Florida, as more particularly described therein, including, without limitation: Lot 9, Block C (Creetwood Place), as more particularly described in the mortgage.
3. Together with all other documents evidencing or securing the loan, whether or not described above.

II. Bamerlane, LLC, an Alabama Limited Liability Company

A. The Bamerlane, LLC Guaranties

1. That certain Continuing Guaranty Agreement dated March 16, 2007 executed by John H. Street, Jr. in favor of AmSouth guaranteeing, without limitation, payment of all indebtedness of Bamerlane, LLC, an Alabama limited liability company ("Bamerlane") to AmSouth.

2. That certain Continuing Guaranty Agreement dated September 10, 2007 executed by John H. Street, Jr. in favor of Regions guaranteeing, without limitation, payment of all indebtedness of Bamerlane to Regions.

B. Bamerlane, LLC Loan No. 1

That certain loan dated March 16, 2007 from Regions to Bamerlane, secured by real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Note for Business and Commercial Loans dated March 16, 2007, executed by Bamerlane in favor of AmSouth in the principal amount of \$804,000.00; as secured by, without limitation,
2. That certain Mortgage dated March 16, 2007, executed by Bamerlane in favor of AmSouth, recorded in Instrument Number 20070327000137240 in the Office of the Judge of Probate of Shelby County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Shelby County, Alabama, as more particularly described therein. Certain parcels of the property described in the mortgage have been released, as evidenced by those certain Partial Releases which are of record. Based on an updated title commitment effective October 23, 2009, at least fourteen (14) parcels remain subject to the mortgage: Lots 9, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 31, 32 and 33 (Survey of Final Plat of Shiloh Creek, Sector One), as more particularly described in the mortgage.
3. Together with all other documents evidencing or securing the loan, whether or not described above.

C. Bamerlane, LLC Loan No. 2

That certain loan dated March 16, 2007 from Regions to Bamerlane, secured by real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated March 16, 2007, executed by Bamerlane in favor of AmSouth in the principal amount of \$1,808,800.00;
2. That certain Promissory Note dated March 16, 2007, executed by Bamerlane in favor of AmSouth in the principal amount of \$1,808,800.00, as extended by that certain Extension Agreement dated March 25, 2008, executed by Bamerlane in favor of Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage dated March 16, 2007, executed by Bamerlane in favor of AmSouth, recorded in Instrument Number

20070328000140010 in the Office of the Judge of Probate of Shelby County, Alabama, as re-recorded in Instrument Number 20071126000537040 in the Office of the Judge of Probate of Shelby County, Alabama to correct the legal description, granting to AmSouth a first priority security interest in, without limitation, certain property located in Shelby County, Alabama, as more particularly described therein. Certain parcels of the property described in the mortgage have been released, as evidenced by those certain Partial Releases which are of record. Based on an updated title commitment effective October 12, 2009, at least nine (9) parcels remain subject to the mortgage: Lots 38, 40, 43, 44, 46, 47, 50, 51 and 52 (Survey of Final Plat Shiloh Creek, Sector One), as more particularly described in the mortgage.

4. Together with all other documents evidencing or securing the loan, whether or not described above.

D. Bamerlane, LLC Loan No. 3

That certain loan dated September 10, 2007 from Regions to Bamerlane, secured by real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated September 10, 2007, executed by Bamerlane in favor of Regions in the principal amount of \$780,000.00;
2. That certain Promissory Note dated September 10, 2007, executed by Bamerlane in favor of Regions in the principal amount of \$780,000.00, as extended by that certain Extension Agreement dated September 29, 2008, executed by Bamerlane in favor of Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage dated September 10, 2007, executed by Bamerlane in favor of Regions, recorded in Instrument Number 20070914000431730 in the Office of the Judge of Probate of Shelby County, Alabama, granting to Regions a first priority security interest in, without limitation, certain property located in Shelby County, Alabama, as more particularly described therein. Certain parcels of the property described in the mortgage have been released, as evidenced by those certain Partial Releases which are of record. Based on an updated title commitment effective October 20, 2009, at least five (5) parcels remain subject to the mortgage: Lots 35, 36, 53, 54 and 55 (Survey of Final Plat of Shiloh Creek, Sector One), as more particularly described in the mortgage.
4. Together with all other documents evidencing or securing the loan, whether or not described above.

III. Camerlane, LLC, an Alabama Limited Liability Company

A. The Camerlane, LLC Guaranty

1. That certain Continuing Guaranty Agreement dated November 18, 2002 executed by John H. Street, Jr. and Donald R. Slatton in favor of AmSouth guaranteeing, without limitation, payment of all indebtedness of Camerlane, LLC, an Alabama limited liability company ("Camerlane") to AmSouth.

B. Camerlane, LLC Loan No. 1

That certain loan dated October 19, 2005 from Regions to Camerlane, secured by real estate located in **Jefferson County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated October 19, 2005, executed by Camerlane in favor of AmSouth in the principal amount of \$918,400.00;
2. That certain Promissory Note dated October 19, 2005, executed by Camerlane in favor of AmSouth in the principal amount of \$918,400.00, as amended by those certain Loan Modification Agreements dated February 16, 2006 and February 13, 2007, executed by Camerlane in favor of AmSouth, and as extended by those certain Extension Agreements dated November 8, 2006, May 30, 2007, November 28, 2007, April 22, 2008, November 28, 2008 and January 26, 2009, executed by Camerlane in favor of AmSouth or Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage dated October 19, 2005, executed by Camerlane in favor of AmSouth, recorded in Instrument 200563/3398 in the Office of the Judge of Probate of Jefferson County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Jefferson County, Alabama, as more particularly described therein. Certain parcels of the property described in the mortgage have been released, as evidenced by those certain Partial Releases which are of record. Based on an updated title commitment effective October 12, 2009, at least four (4) parcels remain subject to the mortgage: Lots 2, 3, 60 and 61 (Survey of Towne Square, Sector One), as more particularly described in the mortgage.
4. Together with all other documents evidencing or securing the loan, whether or not described above.

C. Camerlane, LLC Loan No. 2

That certain loan dated June 19, 2006 from Regions to Camerlane, secured by real estate located in **Jefferson County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Note for Business and Commercial Loans dated June 19, 2006, executed by Camerlane in favor of AmSouth in the principal amount of \$419,000.00, as extended by those certain Extension Agreements dated June 30, 2007, January 18, 2008, July 11, 2008 and January 26, 2009, executed by Camerlane in favor of AmSouth or Regions; as secured by, without limitation,
2. That certain Mortgage dated June 19, 2006, executed by Camerlane in favor of AmSouth, recorded in Book LR200663, Page 29954 in the Office of the Judge of Probate of Jefferson County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Jefferson County, Alabama, as more particularly described therein. Certain parcels of the property described in the mortgage have been released, as evidenced by those certain Partial Releases which are of record. Based on an updated title commitment effective October 12, 2009, at least eight (8) parcels remain subject to the mortgage: Lots 15 and 25 (Weatherstone, Phase 1), and Lots 14, 21, 23, 30, 35 and 39 (Weatherstone, Phase 2) as more particularly described in the mortgage.
3. Together with all other documents evidencing or securing the loan, whether or not described above.

D. Camerlane, LLC Loan No. 3

That certain loan dated November 29, 2005 from Regions to Camerlane, secured by real estate located in **Jefferson County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated November 29, 2005, executed by Camerlane in favor of AmSouth in the principal amount of \$580,000.00;
2. That certain Promissory Note dated November 29, 2005, executed by Camerlane in favor of AmSouth in the principal amount of \$580,000.00, as extended by those certain Extension Agreements dated December 19, 2006, June 21, 2007, December 6, 2007, June 20, 2008 and December 23, 2008, executed by Camerlane in favor of AmSouth or Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage dated November 29, 2005, executed by Camerlane in favor of AmSouth, recorded in Instrument

200563/8254 in the Office of the Judge of Probate of Jefferson County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Jefferson County, Alabama, as more particularly described therein, including, without limitation: Lots 20, 24, and 34 (Final Plat of Weatherstone Phase I), as more particularly described in the mortgage.

4. Together with all other documents evidencing or securing the loan, whether or not described above.

E. Camerlane, LLC Loan No. 4

That certain loan dated September 14, 2006 from Regions to Camerlane, secured by real estate located in **Jefferson County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated September 14, 2006, executed by Camerlane in favor of AmSouth in the principal amount of \$152,000.00;
2. That certain Promissory Note dated September 14, 2006, executed by Camerlane in favor of AmSouth in the principal amount of \$152,000.00, as amended by that certain Loan Modification Agreement dated December 27, 2007, executed by Camerlane in favor of Regions, recorded in Book LR200860, Page 1172 in the Office of the Judge of Probate of Jefferson County, Alabama, and as extended by those certain Extension Agreements dated September 26, 2007, April 22, 2008 and October 6, 2008, executed by Camerlane in favor of Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage dated September 14, 2006, executed by Camerlane in favor of AmSouth, recorded in Book LR200665, Page 11431 in the Office of the Judge of Probate of Jefferson County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Jefferson County, Alabama, as more particularly described therein, including, without limitation: Lot 1 (Final Plat of Weatherstone, Phase 2), as more particularly described in the mortgage.
4. Together with all other documents evidencing or securing the loan, whether or not described above.

F. Camerlane, LLC Loan No. 5

That certain loan dated February 16, 2006 from Regions to Camerlane, secured by real estate located in **Jefferson County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated February 16, 2006, executed by Camerlane in favor of AmSouth in the principal amount of \$759,200.00;
2. That certain Promissory Note dated February 16, 2006, executed by Camerlane in favor of AmSouth in the principal amount \$759,200.00, as amended by that certain Loan Modification Agreement dated February 13, 2007, executed by Camerlane in favor of AmSouth, recorded in Book LR200703, Page 26010 in the Office of the Judge of Probate of Jefferson County, Alabama, and as extended by those certain Extension Agreements dated February 26, 2007, September 26, 2007, March 25, 2008 and September 24, 2008, executed by Camerlane in favor of AmSouth or Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage dated February 16, 2006, executed by Camerlane in favor of AmSouth, recorded in Book LR200661, Page 1185 in the Office of the Judge of Probate of Jefferson County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Jefferson County, Alabama, as more particularly described therein. A certain parcel of the property described in the mortgage has been released, as evidenced by that certain Partial Release of Lien of Mortgage which is of record. Based on an updated title commitment effective October 12, 2009, at least four (4) parcels remain subject to the mortgage: Lots 4, 5, 62 and 63 (Survey of Towne Square, Sector 2), as more particularly described in the mortgage.
4. Together with all other documents evidencing or securing the loan, whether or not described above.

G. Camerlane, LLC Loan No. 6

That certain unsecured loan from Regions to Camerlane, as evidenced by, without limitation, the following documents:

1. That certain Note for Business and Commercial Loans dated November 14, 2005, executed by Camerlane in favor of AmSouth in the principal amount of \$25,000.00;
2. That certain Note for Business and Commercial Loans dated December 20, 2006, executed by Camerlane in favor of AmSouth in the principal amount of \$25,000.00;
3. That certain Note for Business and Commercial Loans dated December 27, 2007, executed by Camerlane in favor of Regions in the principal amount of \$25,000.00; and

4. That certain Note for Business and Commercial Loans dated January 30, 2009, executed by Camerlane in favor of Regions in the principal amount of \$24,934.70.
5. Together with all other documents evidencing or securing the loan, whether or not described above.

IV. Cobblestone Glen Townhomes, LLC, an Alabama Limited Liability Company

A. The Cobblestone Glen Townhomes, LLC Guaranties

1. That certain Continuing Guaranty (Unlimited) dated May 11, 2004 executed by John H. Street, Jr. and Traci Street in favor of AmSouth guaranteeing, without limitation, payment of all indebtedness of Cobblestone Glen Townhomes, LLC, an Alabama limited liability company ("Cobblestone") to AmSouth.
2. That certain Continuing Guaranty Agreement dated December 13, 2007 executed by John H. Street, Jr. in favor of Regions guaranteeing, without limitation, payment of all indebtedness of Cobblestone to Regions.

B. Cobblestone Glen Townhomes, LLC Loan No. 1

That certain loan dated May 11, 2004 from Regions to Cobblestone secured by real estate located in **Calhoun County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Acquisition and Development Loan Agreement dated May 11, 2004, executed by Cobblestone in favor of AmSouth in the principal amount of \$1,380,000.00;
2. That certain Promissory Note dated May 11, 2004, executed by Cobblestone in favor of AmSouth in the principal amount of \$1,380,000.00, as extended and modified by that certain Extension and Modification Agreement dated June 15, 2006, executed by Cobblestone in favor of AmSouth, as extended by those certain Extension Agreements dated June 21, 2007, October 30, 2007, January 30, 2008 and July 28, 2008, executed by Cobblestone in favor of AmSouth or Regions, and as further renewed and extended by that certain Note for Business and Commercial Loans dated October 31, 2009, executed by Cobblestone in favor of Regions in the principal amount of \$720,000.00; as secured by, without limitation,
3. That certain Future Advance Mortgage Assignment of Rents and Leases and Security Agreement (Alabama) dated May 11, 2004, executed by Cobblestone in favor of AmSouth, recorded in MORT Book 4236, Page

225 in the Office of the Judge of Probate of Calhoun County, Alabama, as further secured by that certain UCC-1 Financing Statement recorded in UCC Number 218929 in the Office of the Judge of Probate of Calhoun County, Alabama (continued under UCC Number 221163 in the Office of the Judge of Probate of Calhoun County, Alabama) and that certain UCC-1 Financing Statement recorded in Instrument Number B 04-0411045 with the Alabama Secretary of State, as subordinated to an easement granted to a third party for the purpose of ingress and egress to the third party over and across the mortgaged property, as evidenced by that certain Subordination Agreement dated January 23, 2008, recorded in MORT Book 4480, Page 784 in the Office of the Judge of Probate of Calhoun County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Calhoun County, Alabama, as more particularly described therein, less and except the property described in (i) that certain Partial Release recorded in Book 178, Page 245 in the Office of Judge of Probate of Calhoun County, Alabama, (ii) that certain Partial Release of Lien of Mortgage, recorded in Book 166, Page 85 in the Office of the Judge of Probate of Calhoun County, Alabama, and (iii) that certain Partial Release of Lien of Mortgage recorded in Book 166, and Page 84 in the Office of the Judge of Probate of Calhoun County, Alabama.

4. Together with all other documents evidencing or securing the loan, whether or not described above.

C. Cobblestone Glen Townhomes, LLC Loan No. 2

That certain loan dated December 13, 2007 from Regions to Cobblestone secured by real estate located in **Calhoun County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated December 13, 2007, executed by Cobblestone in favor of Regions in the principal amount of \$1,904,000.00;
2. That certain Promissory Note dated December 13, 2007, executed by Cobblestone in favor of Regions in the principal amount of \$1,904,000.00, as amended by that certain Agreement dated January 15, 2009, executed by Cobblestone in favor of Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage dated December 13, 2007, executed by Cobblestone in favor of Regions, recorded in MORT Book 4476, Page 310 in the Office of the Judge of Probate of Calhoun County, Alabama, granting to Regions a first priority security interest in, without limitation, certain property located in Calhoun County, Alabama, as more particularly described therein. Certain parcels of the property described in the mortgage have been released, as evidenced by those certain Partial

Releases which are of record. Based on an updated title commitment effective October 21, 2009, at least fifteen (15) parcels remain subject to the mortgage: Lots 19, 20, 21, 22, 23, 24, 25 and 26 (Survey of Cobblestone Glen), and Lots 34, 35, 36, 37, 39, 40 and 41 (Survey of Cobblestone Glen, Resubdivision of Lots 34 thru 49), as more particularly described in the mortgage.

4. Together with all other documents evidencing or securing the loan, whether or not described above.

D. Cobblestone Glen Townhomes, LLC Loan No. 3

That certain loan dated December 13, 2007 from Regions to Cobblestone secured by real estate located in **Calhoun County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Note for Business and Commercial Loans dated December 13, 2007, executed by Cobblestone in favor of Regions in the principal amount of \$215,200.00; as secured by, without limitation,
2. That certain Mortgage dated December 13, 2007, executed by Cobblestone in favor of Regions, recorded in MORT Book 4476, Page 316 in the Office of the Judge of Probate of Calhoun County, Alabama, granting to Regions a first priority security interest in, without limitation, certain property located in Calhoun County, Alabama, as more particularly described therein, including, without limitation: Lots 96, 97, 98, 99, 100, 101, 102 and 103 (Survey of Cobblestone Glen), as more particularly described in the mortgage.
3. Together with all other documents evidencing or securing the loan, whether or not described above.

V. Ridge Trace, LLC, an Alabama Limited Liability Company

A. The Ridge Trace, LLC Guaranties

1. That certain Continuing Guaranty Agreement dated June 17, 2005 executed by Charles Clowers, Donald R. Slaton and John H. Street, Jr. in favor of AmSouth guaranteeing, without limitation, payment of all indebtedness of Ridge Trace, LLC, an Alabama limited liability company, ("Ridge Trace") to AmSouth, from which, Charles Clowers was released in that certain Release of Guarantor dated August 27, 2007.

2. That certain Continuing Guaranty (Unlimited) dated June 27, 2007 executed by John H. Street, Jr. in favor of Regions guaranteeing, without limitation, payment of all indebtedness of Ridge Trace to Regions.

B. Ridge Trace, LLC Loan No. 1 [Foreclosed]

That certain loan dated June 17, 2005 from Regions to Ridge Trace secured by (prior to the foreclosure described below) real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Acquisition Loan and Development Agreement dated June 17, 2005, executed by Ridge Trace in favor of AmSouth in the principal amount of \$1,200,000.00.
2. That certain Note for Business and Commercial Loans dated June 17, 2005, executed by Ridge Trace in favor of AmSouth in the principal amount of \$1,200,000.00; as secured by, without limitation,
3. That certain Mortgage dated June 17, 2007, executed by Ridge Trace in favor of AmSouth, recorded in Instrument Number 20050714000352800 in the Office of the Judge of Probate of Shelby County, Alabama, as modified by that certain Mortgage Modification Agreement dated July 27, 2007, recorded in Instrument Number 20070731000356260 in the Office of the Judge of Probate of Shelby County, Alabama, granting to AmSouth a first priority interest in certain real estate located in Shelby County, Alabama, as more particularly described in the mortgage, less and except the property described in that certain Partial Release of Mortgage recorded in Instrument Number 20090831000336520 in the Office of the Judge of Probate of Shelby County, Alabama; as further secured by, without limitation,
4. That certain Assignment of Rents and Leases dated June 17, 2005, executed by Ridge Trace in favor of AmSouth, recorded in Instrument Number 20050714000352810 in the Office of the Judge of Probate of Shelby County, Alabama, as further secured by that certain UCC-1 Financing Statement recorded in Instrument Number 20050714000352820 in the Office of the Judge of Probate of Shelby County, Alabama.
5. Together with all other documents evidencing or securing the loan, whether or not described above.
6. The mortgage was foreclosed on October 2, 2009, as evidenced by that certain Mortgage Foreclosure Deed dated October 5, 2009, recorded in Instrument Number 20091012000385270 in the Probate Court.

C. Ridge Trace, LLC Loan No. 2 [Foreclosed]

That certain loan dated July 27, 2007 from Regions to Ridge Trace secured by (prior to the foreclosure described below) real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Acquisition and Development Loan Agreement dated July 27, 2007, executed by Ridge Trace in favor of AmSouth in the principal amount of \$1,340,000.00.
2. That certain Promissory Note dated July 27, 2007, executed by Ridge Trace in favor of AmSouth in the principal amount of \$1,340,000.00; as secured by, without limitation,
3. That certain Future Advance Mortgage Assignment of Rents and Leases and Security Agreement (Alabama) dated July 27, 2007, executed by Ridge Trace in favor of AmSouth, recorded in Instrument Number 20070731000356230 in the Office of the Judge of Probate of Shelby County, Alabama, granting to AmSouth a first priority interest in certain real estate located in Shelby County, Alabama, as more particularly described in the mortgage; as further secured by, without limitation,
4. That certain Assignment of Rents and Leases dated July 27, 2007, executed by Ridge Trace in favor of AmSouth, recorded in Instrument Number 20070731000356240 in the Office of the Judge of Probate of Shelby County, Alabama, as further secured by that certain UCC-1 Financing Statement recorded in Instrument Number 20070731000356250 in the Office of the Judge of Probate of Shelby County, Alabama and that certain UCC-1 Financing Statement recorded in Instrument Number B 07-0655585 with the Alabama Secretary of State.
5. Together with all other documents evidencing or securing the loan, whether or not described above.
6. The mortgage was foreclosed on October 2, 2009, as evidenced by that certain Mortgage Foreclosure Deed dated October 5, 2009, recorded in Instrument Number 20091012000385280 in the Probate Court.

VI. Ridgecrest Homes, LLC, an Alabama Limited Liability Company

A. The Ridgecrest Homes, LLC Guaranty

1. That certain Continuing Guaranty Agreement dated January 8, 2008 executed by John H. Street, Jr. in favor of Regions guaranteeing, without limitation, payment of all indebtedness of Ridgecrest Homes, LLC, an Alabama limited liability company, ("Ridgecrest") to Regions.

B. Ridgecrest Homes, LLC Loan No. 1 [Foreclosed]

That certain loan dated December 5, 2006 from Regions to Ridgecrest secured by (prior to the foreclosure described below) real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated December 5, 2006 executed by Ridgecrest in favor of AmSouth in the principal amount of \$531,920.00.
2. That certain Promissory Note dated December 5, 2006, executed by Ridgecrest in favor of AmSouth in the principal amount of \$531,920.00, as extended by those certain Extension Agreements dated January 17, 2007, July 11, 2008 and January 26, 2009, executed by Ridgecrest in favor of Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage dated December 5, 2006, executed by Ridgecrest in favor of AmSouth, recorded in Instrument Number 20061219000618010 in the Office of the Judge of Probate of Shelby County Alabama, granting to AmSouth a first priority security interest in certain property located in Shelby County, Alabama, as more particularly described in the mortgage, less and except the parcel described in that certain Partial Releases of Mortgage, recorded in Instrument Number 20091012000385290 in the Office of the Judge of Probate of Shelby County Alabama.
4. Together with all other documents evidencing or securing the loan, whether or not described above.
5. The mortgage was foreclosed on October 2, 2009, as evidenced by those certain Mortgage Foreclosure Deeds dated October 5, 2009, recorded in Instrument Numbers 20091012000385230, 20091012000385240, 20091012000385250 and 20091012000385260 in the Office of the Judge of Probate of Shelby County Alabama.

C. Ridgecrest Homes, LLC Loan No. 2 [Foreclosed]

That certain loan dated January 8, 2008 from Regions to Ridgecrest secured by (prior to the foreclosure described below) real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated January 8, 2008, executed by Ridgecrest in favor of Regions in the principal amount of \$198,240.00;
2. That certain Promissory Note dated January 8, 2008, executed by Ridgecrest in favor of Regions in the principal amount of \$198,240.00; as secured by, without limitation,

3. That certain Future Advance Mortgage dated January 8, 2008, executed by Ridgecrest in favor of Regions, recorded in Instrument Number 20080111000016610 in the Office of the Judge of Probate of Shelby County Alabama, granting to Regions a first priority security interest in real property located in Shelby County, Alabama, as more particularly described in the mortgage, less and except the parcel described in that certain Partial Release of Mortgage recorded in Instrument Number 20091112000422310 in the Office of the Judge of Probate of Shelby County Alabama.
4. Together with all other documents evidencing or securing the loan, whether or not described above.
5. The mortgage was foreclosed on October 2, 2009, as evidenced by that certain Mortgage Foreclosure Deed dated October 5, 2009, recorded in Instrument Number 20091012000385220 in the Office of the Judge of Probate of Shelby County Alabama.

VII. Shiloh Creek, LLC, an Alabama Limited Liability Company

A. The Shiloh Creek, LLC Guaranties

1. Those certain Continuing Guaranties (Unlimited) dated February 1, 2005 and January 30, 2006, executed by Kerry Carter in favor of AmSouth guaranteeing, without limitation, payment of all indebtedness of Shiloh Creek, LLC ("Shiloh") to AmSouth.
2. Those certain Continuing Guaranties (Unlimited) dated February 1, 2005 and January 30, 2006, executed by John H. Street, Jr. in favor of AmSouth guaranteeing, without limitation, payment of all indebtedness of Shiloh to AmSouth.
3. Those certain Continuing Guaranties (Unlimited) dated February 1, 2005 and January 30, 2006, executed by Donald R. Slatton in favor of AmSouth guaranteeing, without limitation, payment of all indebtedness of Shiloh to AmSouth.
4. That certain Continuing Guaranty (Unlimited) dated January 30, 2006, executed by Ken Underwood in favor of AmSouth guaranteeing, without limitation, payment of all indebtedness of Shiloh to AmSouth.

B. Shiloh Creek, LLC Loan No. 1

That certain loan dated February 1, 2005 from Regions to Shiloh secured by real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Development Loan Agreement dated February 1, 2005, executed by Shiloh in favor of AmSouth in the principal amount of \$2,600,000.00, as amended by that certain Loan Modification Agreement and Amendment to Loan Documents dated May 30, 2008, executed by Shiloh in favor of Regions;
2. That certain Promissory Note dated February 1, 2005, executed by Shiloh in favor of AmSouth in the principal amount of \$2,600,000.00, as extended by those certain Extension Agreements dated July 28, 2008 and January 26, 2009, executed by Shiloh in favor of Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage Assignment of Rents and Leases and Security Agreement (Alabama) dated February 1, 2005, executed by Shiloh in favor of AmSouth, recorded in Instrument Number 20050204000058850 in the Office of the Judge of Probate of Shelby County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Shelby County, Alabama, as more particularly described therein, as modified by that certain Mortgage Modification Agreement dated May 30, 2008, executed by Shiloh in favor of Regions, recorded in Instrument Number 20080801000309950, in the Office of the Judge of Probate of Shelby County, Alabama, as further secured by that certain Assignment of Rents and Leases dated February 1, 2005, executed by Shiloh in favor of AmSouth, recorded in Instrument Number 20050204000058860 in the Office of the Judge of Probate of Shelby County, Alabama, and as further secured by those certain UCC-1 Financing Statements recorded in Instrument Numbers 20070702000311650, 20070702000311670 and 20070912000427900 in the Office of the Judge of Probate of Shelby County, Alabama. Certain parcels of the property described in the mortgage have been released, as evidenced by those certain Partial Releases recorded in Instrument Numbers 20070702000311640, 20070702000311660, 20070828000404450 and 20070912000427890 in the Office of the Judge of Probate of Shelby County, Alabama.
4. Together with all other documents evidencing or securing the loan, whether or not described above.

C. Shiloh Creek, LLC Loan No. 2

That certain loan dated October 11, 2006 from AmSouth to Shiloh secured by real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Loan Modification Agreement and Amendment to Loan Documents dated August 14, 2008, executed by Shiloh in favor of AmSouth, referencing and modifying a construction and term loan dated

October 11, 2006 from AmSouth to Shiloh in the principal amount of \$4,500,000.00;

2. That certain Promissory Note dated October 11, 2006, executed by Shiloh in favor of AmSouth in the principal amount of \$4,500,000.00; as secured by, without limitation,
3. That certain Future Advance Mortgage Assignment of Rents and Leases and Security Agreement (Alabama) dated October 11, 2006, executed by Shiloh in favor of AmSouth, recorded in Instrument Number 20061019000518380 in the Office of the Judge of Probate of Shelby County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Shelby County, Alabama, as more particularly described therein, as modified by that certain Mortgage Modification Agreement dated August 14, 2008, executed by Shiloh in favor of Regions, recorded in Instrument Number 20080818000330750 in the Office of the Judge of Probate of Shelby County, Alabama, as further secured by those certain UCC-1 Financing Statements recorded in Instrument Number 20061019000518390 in the Office of the Judge of Probate of Shelby County, Alabama and Instrument B 06-0914822 FS with the Alabama Secretary of State.
4. Together with all other documents evidencing or securing the loan, whether or not described above.

D. Shiloh Creek, LLC Loan No. 3

That certain loan dated January 30, 2006 from AmSouth to Shiloh secured by real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Development Loan Agreement dated January 30, 2006, executed by Shiloh in favor of AmSouth in the principal amount of \$2,425,000.00;
2. That certain Promissory Note dated January 30, 2006, executed by Shiloh in favor of AmSouth in the principal amount of \$2,425,000.00, as extended by that certain Extension Agreement dated February 24, 2009, executed by Shiloh in favor of Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage Assignment of Rents and Leases and Security Agreement (Alabama) dated January 30, 2006, executed by Shiloh in favor of AmSouth, recorded in Instrument Number 20060209000067450 in the Office of the Judge of Probate of Shelby County, Alabama, as corrected by those certain Scrivener's Affidavits recorded in Instrument Numbers 20091118000429570 (correcting the legal description in the deed vesting fee simple title to Shiloh, recorded in Instrument Number 20040924000529290 in the Office of the Judge of

Probate of Shelby County) and 20091118000429580 (correcting the legal description in the January 30, 2006 mortgage described above) in the Office of the Judge of Probate of Shelby County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Shelby County, Alabama, as more particularly described therein. A certain parcel of the property described in the mortgage has been sold, as evidenced by that certain Quitclaim Deed dated April 22, 2008, executed by Shiloh (as grantor) to Henry Ralph Jones (as grantee), recorded in Instrument Number 20080425000171250 in the Office of the Judge of Probate of Shelby County, Alabama which, based on an updated title commitment effective December 3, 2009, has not been properly released. The loan is further secured by, without limitation,

4. That certain Assignment of Rents and Leases dated January 30, 2006, executed by Shiloh in favor of AmSouth, recorded in Instrument Number 20060209000067460 in the Office of the Judge of Probate of Shelby County, Alabama. The loan is further secured by, without limitation,
5. That certain UCC-1 Financing Statement recorded in Instrument Number 20060209000067470 in the Office of the Judge of Probate of Shelby County, Alabama. The loan is further secured by, without limitation,
6. That certain Future Advance Mortgage Assignment of Rents and Leases and Security Agreement (Alabama) dated October 11, 2006, executed by Shiloh in favor of AmSouth, recorded in Instrument Number 20061019000518380 in the Office of the Judge of Probate of Shelby County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Shelby County, Alabama, as more particularly described therein, as modified by that certain Mortgage Modification Agreement dated August 14, 2008, executed by Shiloh in favor of Regions, recorded in Instrument Number 20080818000330750 in the Office of the Judge of Probate of Shelby County, Alabama, as further secured by those certain UCC-1 Financing Statements recorded in Instrument Number 20061019000518390 in the Office of the Judge of Probate of Shelby County, Alabama.
7. Together with all other documents evidencing or securing the loan, whether or not described above.

VIII. Street Residential Construction, Inc., an Alabama Corporation

A. The Street Residential Construction, Inc. Guaranties

1. That certain Continuing Guaranty Agreement dated July 12, 2001, executed by Traci Street and John H. Street, Jr. in favor of AmSouth

guaranteeing, without limitation, payment of all indebtedness of Street Residential Construction, Inc. ("Street Residential") to AmSouth.

2. That certain Continuing Guaranty Agreement dated November 18, 2008, executed by John H. Street, Jr. in favor of Regions guaranteeing, without limitation, payment of all indebtedness of Street Residential to Regions.

B. Street Residential Construction, Inc. Loan No. 1

That certain unsecured loan dated October 8, 2004 from AmSouth to Street Residential, as evidenced by, without limitation, the following documents:

1. That certain Note for Business and Commercial Loans dated October 8, 2004, executed by Street Residential in favor of AmSouth in the principal amount of \$100,000.00;
2. That certain Note for Business and Commercial Loans dated October 19, 2005, executed by Street Residential in favor of AmSouth in the principal amount of \$100,000.00;
3. That certain Note for Business and Commercial Loans dated October 27, 2006, executed by Street Residential in favor of AmSouth in the principal amount of \$200,000.00;
4. That certain Note for Business and Commercial Loans dated January 26, 2007, executed by Street Residential in favor of AmSouth in the principal amount of \$200,000.00;
5. That certain Note for Business and Commercial Loans dated January 30, 2008, executed by Street Residential in favor of Regions in the principal amount of \$200,000.00; and
6. That certain Note for Business and Commercial Loans dated February 26, 2009, executed by Street Residential in favor of Regions in the principal amount of \$120,649.38.
7. Together with all other documents evidencing or securing the loan, whether or not described above.

C. Street Residential Construction, Inc. Loan No. 2

That certain loan dated January 5, 2005 from AmSouth to Street Residential secured by real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated January 5, 2005, executed by Street Residential in favor of AmSouth in the principal amount of \$520,000.00, as modified by that certain Loan Modification

Agreement dated February 27, 2007, executed by Street Residential in favor of AmSouth;

2. That certain Promissory Note dated January 5, 2005 executed by Street Residential in favor of AmSouth in the principal amount of \$520,000.00, as extended by those certain Extension Agreements dated February 10, 2006, August 14, 2006, February 26, 2007, August 29, 2007, January 25, 2008, August 21, 2008 and February 23, 2009, executed by Street Residential in favor of AmSouth or Regions; as secured by, without limitation,
3. That certain Future Advance Mortgage dated January 5, 2005, executed by Street Residential in favor of AmSouth, recorded in Instrument Number 20050221000082990 in the Office of the Judge of Probate of Shelby County, Alabama, granting to AmSouth a first priority security interest in certain property located in Shelby County, Alabama, as more particularly described therein, including, without limitation: Lot 98 (Weatherly Oxford Sector 10) as more particularly described in the mortgage.
4. Together with all other documents evidencing or securing the loan, whether or not described above.

D. Street Residential Construction, Inc. Loan No. 3

That certain loan dated January 16, 2007 from AmSouth to Street Residential secured by real estate located in **Calhoun County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Note for Business and Commercial Loans dated January 16, 2007, executed by Street Residential in favor of AmSouth in the principal amount of \$45,800.00, as extended by those certain Extension Agreements dated January 25, 2008 and August 21, 2008, executed by Street Residential in favor of Regions; as secured by, without limitation,
2. That certain Mortgage dated January 16, 2007, executed by Street Residential in favor of AmSouth, recorded in MORT Book 4417, Page 281 in the Office of the Judge of Probate of Calhoun County, Alabama, granting to AmSouth, without limitation, a first priority security interest in certain property located in Calhoun County, Alabama, as more particularly described therein, including, without limitation: Lots 1 and 2 (Cobblestone Glen), as more particularly described in the mortgage.
3. Together with all other documents evidencing or securing the loan, whether or not described above.

E. Street Residential Construction, Inc. Loan No. 4

That certain loan dated May 3, 2007 from AmSouth to Street Residential secured by real estate located in **Shelby County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Builder Construction Loan Agreement dated May 3, 2007, executed by Street Residential in favor of AmSouth in the principal amount of \$212,000.00, as modified by that certain Loan Modification Agreement dated July 14, 2006, executed by Street Residential in favor of AmSouth.
2. That certain Promissory Note dated May 3, 2007, executed by Street Residential in favor of AmSouth in the principal amount of \$212,000.00, as extended by that certain Extension Agreement dated June 26, 2008, executed by Street Residential in favor of Regions; and
3. That certain Promissory Note dated December 18, 2008, executed by Street Residential in favor of AmSouth in the principal amount of \$212,000.00; as secured by, without limitation,
4. That certain Future Advance Mortgage dated May 3, 2007, executed by Street Residential in favor of AmSouth, recorded in Instrument Number 20070509000218940 in the Office of the Judge of Probate of Shelby County, Alabama, as re-recorded to clear title in Instrument Number 20090914000351040 in the Office of the Judge of Probate of Shelby County, Alabama, granting to AmSouth a first priority security interest in, without limitation, certain property located in Shelby County, Alabama, as more particularly described therein, including, without limitation: Lot 542 (Survey of Lake Forest, Fifth Sector).
5. Together with all other documents evidencing or securing the loan, whether or not described above.

F. Street Residential Construction, Inc. Loan No. 5

That certain loan dated December 6, 2007 from AmSouth to Street Residential secured by real estate located in **Calhoun County, Alabama**, as evidenced by, without limitation, the following documents:

1. That certain Note for Business and Commercial Loans dated December 6, 2007, executed by Street Residential in favor of AmSouth in the principal amount of \$85,000.00, as extended by those certain Extension Agreements dated July 11, 2008 and January 26, 2009, executed by Street Residential in favor of Regions; as secured by, without limitation.
2. That certain Mortgage dated December 6, 2007, executed by Street Residential in favor of AmSouth, recorded in MORT Book 4477, Page

156 in the Office of the Judge of Probate of Calhoun County, Alabama, granting to AmSouth, without limitation, a first priority security interest in certain property located in Calhoun County, Alabama as more particularly described therein.

3. Together with all other documents evidencing or securing the loan, whether or not described above.

G. Street Residential Construction, Inc. Loan No. 6

That certain loan dated November 18, 2008 from Regions to Street Residential secured by real estate located in Jefferson County, Alabama, as evidenced by, without limitation, the following documents:

1. That certain Note for Business and Commercial Loans dated January 18, 2008, executed by Street Residential in favor of Regions in the principal amount of \$359,200.00; as secured by, without limitation,
2. That certain Mortgage dated November 18, 2008, executed by Street Residential in favor of Regions, recorded in Book LR200865, Page 2971 in the Office of the Judge of Probate of Jefferson County, Alabama, as corrected by that certain Scrivener's Affidavit recorded in Book LR200963, Page 17650 in the Office of the Judge of Probate of Jefferson County, Alabama.
3. Together with all other documents evidencing or securing the loan, whether or not described above.