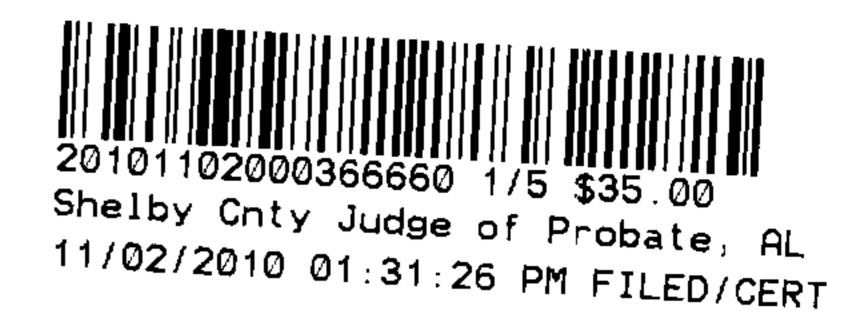
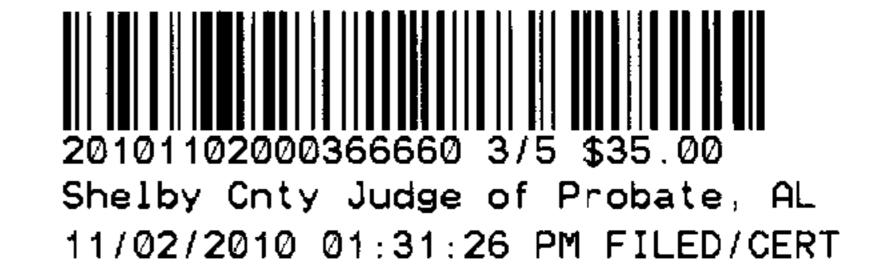
	- "	 	



UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY				
A. NAME & PHONE OF CONTACT AT FILER [optional]				
James E. Vann (205) 930-5484				
B. SEND ACKNOWLEDGMENT TO: (Name and Address)				
	——————————————————————————————————————			
James E. Vann, Esq.				
Sirote & Permutt, P.C.				
2311 Highland Avenue South				
Birmingham, Alabama 35205				
1 DERTOR'S EVACT FULL + FOAL MANE.	THE ABOVE	SPACE IS FO	R FILING OFFICE USE	ONLY
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name	(1a or 1b) - do not abbreviate or combine names			
OR 16. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NIA BAIT	·
Mobley	T			SUFFIX
1c. MAILING ADDRESS	CITY	Steve	POSTAL CODE	COUNTRY
2101 4th Avenue South, Suite 200	Birmingham	AL	35233	
1d.TAXID#: SSN OR EIN ADD'L INFO RE 1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		NIZATIONAL ID #, if any	USA
ORGANIZATION DEBTOR	· 	1 	•	T NOVE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -insert only o	ne debtor name (2a or 2b) -do not abbreviate or com	bine names	· · · · · · · · · · · · · · · · · · ·	NONE
2a. ORGANIZATION'S NAME		<u>"</u>		
OR 2b. INDIVIDUAL'S LAST NAME	· · · · · · · · · · · · · · · · · · ·			
20. INDIVIDUAL S LAST NAME	FIRST NAME	MIDDLE	VAME	SUFFIX
2c. MAILING ADDRESS				
	CITY	STATE	POSTAL CODE	COUNTRY
2d.TAX ID#: SSN OR EIN ADD'L INFO RE 2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION			
ORGANIZATION	- TELL GOLVIODIO HON OF ORGANIZATION	[2g. ORGA	NIZATIONAL ID #, if any	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR	S(D) insert entrees	<u> </u>		NONE
3a. ORGANIZATION'S NAME	or 3	3b)		
ServisFirst Bank				
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	IAME	SUFFIX
3¢. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
850 Shades Creek Parkway, Suite 200	Birmingham	AL	35209	USA
4. This FINANCING STATEMENT covers the following collateral:				
All of the property and collateral and types of property	and collateral described on Sab	adula Alla		
property described in Exhibit A attached hereto, whether	er now owned or existing or bor	eaule A lo	cated on or relating	ig to the real
i i j j j j j j j j j j j j j j j j j j	of flow owned of existing of fler	eanter crea	ted or acquired.	
Additional security for mortgage recorded at	/			
	<u> </u>			
ALTERNATIVE DESIGNATION [if applicable] LESSEE/LESSOR CONSI	GNEE/CONSIGNOR BAILEE/BAILOR	SELLER/BU	YER AG. LIEN	NON-UCC FILING
This FINANCING STATEMENT is to be filed (for record) (or recorded) in the FESTATE RECORDS. Attach Addendum	REAL 7 Check to REQUEST SEARCH REPOR		(e)	tor 1 Debtor 2
3. OPTIONAL FILER REFERENCE DATA		TANIONAL		
19210-70				

CC FINANCING ST		DENDUM				
NAME OF FIRST DEBTOR (1a or		STATEMENT				
a. ORGANIZATION'S NAME				101102000366660 elby Cnty Judge /02/2010 01.34	~ F 🗅 .	
05 INDIVIDUAL 10 1 A OT NAME	Leiborine		11.	/02/2010 01:31:2	26 PM FILED/CF	
96. INDIVIDUAL'S LAST NAME Mobley	J.	MIDDLE NAME, SUFFIX Steven			· •L	
MISCELLANEOUS:						
ADDITIONAL DEBTOR'S EXA	ACT FULL LEGAL NAME - in	S ert only <u>one</u> debtor name (11a or 11b) - do not abbreviate or	THE ABOVE SPACE IS F	OR FILING OFFICE L	SEONLY	
11a ORGANIZATION'S NAME	TOTT OLL LLONG TANIAL - III	SCIT Only one deptor hame (112 of 116) - do not appreviate of	combine names	······································	· · · · · · · · · · · · · · · · · · ·	
11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX	
MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY	
ORG	LINFO RE 118. TYPE OF ORGANIZATION	GANIZATION 11f. JURISDICTION OF ORGANI	IZATION 11g. OR	GANIZATIONAL ID #, if an	y NON	
ADDITIONAL SECURI 12a. ORGANIZATION'S NAME 12b. INDIVIDUAL'S LAST NAME	LD I AIRTI O OI AO	SIGNOR S/P'S NAME -insert only one debtor n				
		FIRST NAME	MIDDLE	MIDDLE NAME		
MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY	
This FINANCING STATEMENT concentration of real estate. See Exhibit A attache herein	fixture filling.		cription:			
ame and address of a RECORD Debtor does not have a record in	OWNER of above-described real nterest):	al estate				
teven Mobley			Trustee acting with respect	to property held in trust	or Decedent's E	
		18. Check <u>only</u> if applicable and Debtor is a TRANSMITTII				
			a Manufactured-Home Transa	ction – effective 30 years		

Filed in connection with a Public-Finance Transaction - effective 30 years

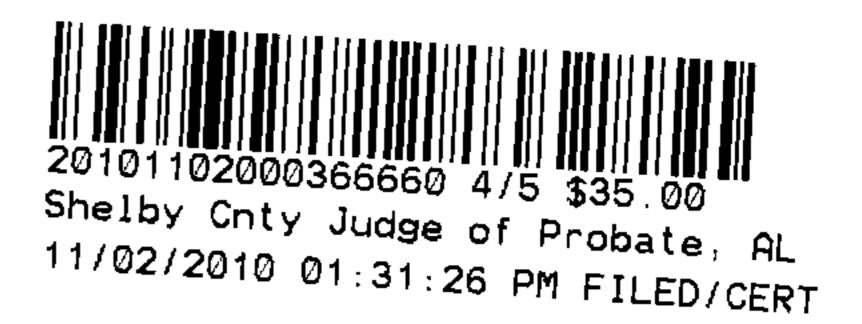


(a) All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

Schedule A

- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements (except household goods of the Debtor not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");
 - (c) All timber now or hereafter located on the Land;
- (d) All accounts (as presently or hereafter defined in the Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land, Improvements, and other Mortgaged Property, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land, Improvements and other Mortgaged Property;
- (e) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
- (i) All rents, royalties, profits, issues and revenues of the Land, Improvements, and other Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and
- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements, or other Mortgaged Property, or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, Improvements, or other Mortgaged Property, or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.
- (f) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (g) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs (a), (b), (c), (d), (e) or (f) above.

EXHIBIT A



Parcel I

All of Section 28, Township 20 South, Range 2 West, and the North One-Fourth of Section 33, Township 20 South, Range 2 West, and the North One-Half of the NE ¼ of Section 32, Township 20 South, Range 2 West.

Less and Except:

A parcel of land situated in the NW 1/4 of the NE 1/4 of Section 32, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the SE Corner of the NW 1/4 of the NE 1/4 of Section 32, Township 20 South, Range 2 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N87°50'30"W, a distance of 918.73'; thence N24°42'20"W, a distance of 161.37' to the point of curve of a non tangent curve to the left having a radius of 530.00, a central angle of 31°01'38" and subtended by a chord which bears N49°46'51"E, a chord distance of 283.51', thence northeasterly along the curve an arc distance of 287.01'; thence N34°16'02"E, a distance of 97.90' to a point of curve to the left having a radius of 630.00', a central angle of 04°47'31" and subtended by a chord which bears N31°52'16"E, a chord distance of 52.67'; thence northeasterly along the curve an arc distance of 52.69'; thence S71°39'04"E, a distance of 239.02'; thence S55°33'18"E, a distance of 743.50'; thence N87°48'53"W, a distance of 154.02' to the POINT OF BEGINNING.

Subject to:

A 15' wide easement as shown on the Final Plat of Lochinvar at Ballantrae, recorded in Map book 32, Page 10 in the Office of the Judge of Probate in Shelby County, Alabama.

Parcel II

A parcel of land situated in Section 33, Township 20 South, Range 2 West, and being more particularly described as follows:

Begin at the Northwest corner of the Southwest ¼ of Northwest ¼ of Section 33, Township 20 South, Range 2 West; thence South 87°34'13" East a distance of 3,000.00 feet; thence South 54°23'13" West a distance of 3,730.91 feet; thence North 0°53'51" East a distance of 983.26 feet; thence North 0°53'17" East a distance of 1316.74 feet to the point of beginning.

Parcel III

A parcel of land situated in Section 29, Township 20 South, Range 2 West, and being more particularly describe as follows:

Begin at the SE corner of Section 29, Township 20 South, Range 2 West and proceed Northerly on the East boundary of Section 29, 4761.79 feet; thence turn South 52°22'25" West a distance of 1060.75; thence turn South 41°25'19" West a distance of 840.19 feet; thence turn South 34°22'38" West a distance of 2074.81 feet; thence turn South 24°11'52" East a distance of 282.99 feet; thence turn South 37°7'24" West a distance of 1611.65 feet; thence turn South 82°37'6" East a distance of 738.93 feet; thence proceed in an Easterly direction for a distance of 2655.99 feet to the point of beginning.

Parcel IV

A parcel of land situated in Section 21, Township 20 South, Range 2 West, and being more particularly described as follows:

Begin at the NE corner of Section 28, Township 20 South, Range 2 West, and proceed South 89°3'46" West along the Northern boundary of said Section 28 a distance of 1314.30 feet to the point of beginning; thence turn North 2°0'49" East a distance of 2632.34 feet; thence turn North 84°37'27" West a distance of 1284.38 feet; thence turn South 40°24'20" West a distance of 3078.00 feet to a point along the North boundary of Section 28; thence South

82°46'09" East a distance of 602.30 feet; thence in an Easterly direction a distance of 2605.03 feet, more or less, to the point of beginning.

Less and except the following from Parcels I, II, III and IV:

Subdivision Name:

Lochinvar - Map Book 32, Pages 10 A, B, C Haddington Parc I - Map Book 32, Page 12 Stoneykirk I - Map Book 32, Page 11 Stoneykirk II - Map Book 32, Page 105 Weybridge I - Map Book 32, Page 123 Kilkerran I - Map Book 33, Page 93

Kilkerran II - Map Book 33, Page 103 Gleneagles - Map Book 33, Page 114

Glengerry I - Map Book 33, Page 139

Kilkerran III - Map Book 34, Page 77

Stoneykirk III - Map Book 35, Page 11

Lauchlin I - Map Book 35, Page 10 Haddington Parc II - Map Book 35, Page 82

Carnoustie Crest I - Map Book 35, Page 71

Stoneykirk IV - Map Book 37, Page 16

Manors - Map Book 36, Page 82

Lauchlin II - Map Book 38, Page 114

Stoneykirk V - Map Book 38, Page 136

Glengerry II - Map Book 38, Page 118

Caliston I - Map Book 32, Page 104

Caliston II - Map Book 35, Page 62

Also

Less and except that part sold to the City of Pelham in Inst. No. 20041005000550770 and Inst. No. 2001-17873.