

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Register, Inc.
314 PIERCE ST.
P.O. BOX 218
ANOKEA, MN. 55303
(612) 421-1713

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n). No. of Additional Sheets Presented: **3** This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1 Return copy or recorded original to:

William J. Thompson
Powell, Goldstein, Frazer & Murphy
191
Peachtree Street, 16th Floor
Atlanta, Georgia 30303

Pre-paid Acct. # _____

2 Name and Address of Debtor (Last Name First if a Person)

SCI-Alabama(3) Incorporated, as
Trustee for Security Capital
Alabama Multifamily Trust
125 Lincoln Avenue
Santa Fe, New Mexico 87501

Social Security/Tax ID # _____

2A Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # _____

☐ Additional debtors on attached UCC-E

3 NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

Aetna Life Insurance Company
242 Trumbull Street
Hartford, CT 06156

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

5 The Financing Statement Covers the Following Types (or items) of Property:

All of the personal property and fixtures described in Schedule B used or useful in connection with the real property described in Schedule A hereto and all additions or accessions thereto.

5A Enter Codes From Back of Form That Best Describes The Collateral Covered By This Filing

0	0	0	8	0	0
1	0	0			
2	0	0			
3	0	0			
5	0	0			
6	0	0			
7	0	0			

Check X if covered: ☒ Products of Collateral are also covered.

6 This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed.

7 Complete only when filing with the Judge of Probate
The initial indebtedness secured by this financing statement is \$ _____

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____
8 ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

By: *[Signature]*
Signature(s) of Debtor(s)

For: **SCI-ALABAMA(3) INCORPORATED,
AS TRUSTEE**

Type Name of Individual or Business

By: *[Signature]*
Signature(s) of Secured Party(ies) or Assignee

For: **AETNA LIFE INSURANCE COMPANY**

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

SCHEDULE A

Parcel I

A parcel of land situated in the East half of the Northeast quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at a capped iron pipe found at the Northeast corner of said Section 1 and run thence in a Southerly direction along the East line thereof for a distance of 436.03 feet to a point located in a curve to the right in the Northwesterly right-of-way line of Meadow Ridge Road, said curve being concave to the Northwest, having a radius of 1598.48 feet, a central angle of 4 degrees 10 minutes 47 seconds and a chord which forms an interior or counterclockwise angle of 120 degrees 10 minutes 53 seconds with the preceding course; thence turn an angle to the right and run in a Southwesterly direction with said right-of-way line and along the arc of said curve for a distance of 116.61 feet to the end of said curve; thence continue to run with said right-of-way line in a Southwesterly direction along a line tangent to said curve for a distance of 337.88 feet to the beginning of a curve to the left, said curve being concave to the Southeast, having a radius of 827.77 feet and subtending a central angle of 33 degrees 45 minutes 00 seconds; thence continue to run with said proposed right-of-way line in a Southwesterly direction along the arc of said curve for a distance of 487.60 feet to a point of reverse curvature located at the beginning of a curve to the right; said curve being concave to the Northwest, having a radius of 966.13 feet, and subtending a central angle of 10 degrees 15 minutes 00 seconds; thence continue to run with said right-of-way line in a Southwesterly direction along the arc of said curve for a distance of 307.73 feet to the end of said curve; thence turn an angle to the right of 67 degrees 07 minutes 30 seconds, as measured from the chord of said curve and, leaving said right-of-way line, run in a Northwesterly direction for a distance of 101.95 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a Southwesterly direction for a distance of 10.00 feet; thence turn an angle to the right of 90 degrees 00 minutes and run in a Northwesterly direction for a distance of 20.00 feet; thence turn an angle to the right of 90 degrees 00 minutes and run in a Northeasterly direction for a distance of 10.00 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a Northwesterly direction for a distance of 294.00 feet to a point located in the West line of the Northeast quarter of the Northeast quarter of the aforesaid Section 1; thence turn an angle to the right of 75 degrees 38 minutes 01 seconds and run in a Northerly direction along said West line of said quarter-quarter section for a distance of 973.33 feet; thence turn an angle to the right of 65 degrees 23 minutes 12 seconds and run in a Northeasterly direction for a distance of 362.69 feet; thence turn an angle to the left of 65 degrees 23 minutes 12 seconds and run in a Northerly direction for a distance of 50.00 feet; thence turn an angle to the right of 92 degrees 17 minutes 02 seconds and run in an Easterly direction along the North line of said quarter-quarter section for a

SCHEDULE A (cont'd.)

distance of 997.59 feet to the point of beginning.

Parcel IX

Together with all of Daniel Properties XV Limited Partnership's right, title and interest in and to the following:

1. Storm Sewer and Drainage Easement between Daniel U.S. Properties, Ltd., and Daniel Properties XV dated August 1, 1986 and recorded in Real 86 page 349 in the Probate Office; and,
2. Reservation of easement rights set out in the Quit Claim Deed between Daniel U.S. Properties, Limited Partnership II and Daniel Properties XV Limited Partnership dated January 31, 1994, and recorded as Instrument No. 1994-03407.

SCHEDULE B

FS A214432R *****5
DATE 08/22/86 10145
SECRETARY OF STATE ALA

All fixtures, attachments, appliances, equipment and tangible personal property owned by the debtor and now or time hereafter located on or at the real property described in Schedule "A" and used or useful in connection with the operation of an apartment complex including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (and including but not limited to fire sprinklers and alarm systems and equipment for air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), office and all other indoor or outdoor furniture, wall safes, furnishings, appliances, inventory, rugs, carpets and other floor covering, draperies and drapery rods and brackets, awnings, window shades, and other lighting fixtures and office maintenance and other supplies, and all other articles belonging to the debtor or leased to the debtor that are now or hereafter located in the buildings or on the grounds of the aforesaid real estate, and any additions, substitutions or accessions thereto. Provided, however, that with respect to those items which are leased and not owned by debtor, this security interest covers the leasehold interest only of debtor, together with any options to purchase any of said items and any additional or greater rights with respect to such items which debtor may hereafter acquire;

and

All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Schedule "A," and all fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the debtor and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

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, rights, titles, interest, 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, 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:

(a) All rents, profits, issues and revenues of the property described in Schedule "A" from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of street.

05/06/1994-14939
10:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.00

Inst # 1994-14939