

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  
ANOKA, MN. 55303  
(612) 421-1713

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented.	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
--	-------------------------------------	---

1. Return copy or recorded original to:

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office

59742

Pre-paid Acct. #

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

Atlantic-Alabama (5) Incorporated, as Trustee of  
SCA-Alabama Multifamily Trust  
7777 Market Center Avenue  
El Paso, TX 79912

st # 1995-32179

Social Security/Tax ID #

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

11/07/1995-32179  
11:36 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
009 SNA 23.00

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

FILED WITH:

Shelby County

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

Morgan Guaranty Trust Company of New York,  
for itself and as Agent  
60 Wall Street  
New York, NY 10260  
Social Security/Tax ID #

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

☐ Additional secured parties on attached UCC-E

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

See Exhibit A attached hereto.

5A. Enter Code(s) From  
Back of Form That  
Best Describes The  
Collateral Covered  
By This Filing:


This financing statement should be indexed in the real estate records.

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)

Signature(s) of Debtor(s) By: Atlantic-Alabama (5) Incorporated, as  
Trustee of SCA-Alabama Multifamily Trust  
Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

Type Name of Individual or Business

The record owner of the real estate is:  
Atlantic-Alabama (5) Incorporated, as Trustee of  
SCA-Alabama Multifamily Trust

**EXHIBIT "A" TO UCC-1 FINANCING STATEMENT**

DEBTOR: Atlantic-Alabama (5) Incorporated, as  
Trustee of SCA-Alabama Multifamily  
Trust  
7777 Market Center Avenue  
El Paso, Texas 79912

SECURED PARTY: Morgan Guaranty Trust Company of New  
York, for itself and as Agent  
60 Wall Street  
New York, New York 10260

---

This financing statement covers all of Debtor's right, title and interest in, to and under the following property, whether now owned or hereafter acquired, now existing or hereafter arising and wherever located (the "Collateral"):

I. Each parcel of land described in Exhibits B-1 through B-3 hereto (the "Land Parcels") together with the entire right, title and interest of the Debtor in and to such Land Parcels, together with (a) all right, title and interest of the Debtor in and to all buildings, structures and other improvements now standing, or at any time hereafter constructed or placed, upon the Land Parcels, including all of the Debtor's right, title and interest in and to all equipment and fixtures of every kind and nature on the Land Parcels or in any such buildings, structures or other improvements (such buildings, structures, other improvements, equipment and fixtures being herein collectively called the "Improvements"), (b) all right, title and interest of the Debtor in and to all and singular tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances in and to each Land Parcel belonging or in any way appertaining thereto, including without limitation all right, title and interest of the Debtor in, to and under any streets, ways, alleys, vaults, gores or strips of land adjoining

each Land Parcel and (c) all claims or demands of the Debtor, in law or in equity, in possession or expectancy of, in and to the Land Parcels together with rents, income, revenues, issues and profits from and in respect of the property described above and the present and continuing right to make claim for, collect, receive and receipt for the same as hereinafter provided. All such right, title and interest of the Debtor in and to a Land Parcel, the interest of the Debtor in and to the Improvements located thereon and such other property with respect thereto described above is herein called a "Property" and all such Properties are herein collectively called the "Properties".

II. All right, title and interest of the Debtor in and to (i) all extensions, improvements, betterments, renewals, substitutes and replacements of and on the Properties and (ii) all additions and appurtenances thereto not presently leased to or owned by the Debtor and hereafter leased to, acquired by or released to the Debtor or constructed, assembled or placed upon the Properties immediately upon such leasing, acquisition, release, construction, assembling or placement, and without any further grant or other act by the Debtor.

III. All the estate, right, title and interest of the Debtor in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Properties, or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Properties, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Properties or any part thereof; and (ii) all contract rights, general intangibles, actions and rights in action, relating to the Properties including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Properties; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Properties.

IV. All of the Debtor's right, title and interest in and to all the rents, issues and profits of the Properties and all rents, issues, profits, revenues, royalties, bonuses, rights, and benefits due, payable or accruing (including all deposits of money as advance

rent, for security or as earnest money or as down payment for the purchase of all or any part of the Properties) (the "Rents") under any and all present and future leases, subleases, underlettings, concession agreements, licenses, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Properties.

V. All of the Debtor's right, title and interest in and to all personal and intangible property and equipment of every nature whatsoever now or hereafter located in, arising from or on or utilized in connection with the Properties, including but not limited to (a) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings, and awnings; (b) all apparatus, machinery, accessions, equipment and appliances not included as fixtures; (c) all items of furniture, furnishings, and personal property; (d) all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to or of any of the foregoing (a)-(c) (all of said property in (a)-(d) other than (i) personalty leased by Debtor or subject to an installment sales contract, (ii) personalty owned by lessees or persons claiming through lessees unless Debtor has rights thereto under applicable leases or otherwise being collectively, the "Equipment"), (e) all accounts receivable arising from the sale or other disposition of all or any of the Debtor's Equipment; (f) any interest bearing cash collateral account that the Debtor establishes in the name of the Secured Party (the "Operating Account") and any funds available in such account from time to time, (g) all accounts, general intangibles, chattel paper, cash or monies of the Debtor, wherever located, whether in the form of cash or checks, and all cash equivalents including, without limitation, all deposits and certificates of deposit, instruments, whether negotiable or non-negotiable, debt notes both certificated and uncertificated, repurchase obligations for underlying notes of the types described herein, and commercial paper (i) received in connection with the sale or other disposition of all or any of the Debtor's real property, buildings, structures and other improvements, fixtures and Equipment and all extensions, renewals, improvements, substitutions and replacements thereto whether owned or leased, now or hereafter acquired, (ii) maintained by the Debtor in a segregated account in trust for the benefit

of the Secured Party or (iii) held by the Secured Party; and (h) trade names, trademarks, logos and signage.

VI. All of the Debtor's right, title, and interest in, to and under (i) all contracts, including any and all management agreements, and agreements relating to the Properties, and other documents, books and records related to the operation of the Properties; (ii) all consents, licenses (including, to the extent permitted by law, any licenses permitting the sale of liquor at any of the Properties), warranties, guaranties and building and other permits required or useful for the construction, completion, occupancy and operation of each and every Property; (iii) all of the Debtor's rights under any contracts for the sale of any portion of the Collateral; and (iv) all plans and specifications, engineering reports, land planning, maps, surveys, and any other reports, exhibits or plans and specifications used or to be used in connection with the construction, operation or maintenance of each and every Property, together with all amendments and modifications thereof.

VII. All proceeds (as defined in the Uniform Commercial Code) of any of the foregoing and all substitutions and replacements thereof.

Exhibit B-1  
Colony Woods I  
(Jefferson Co., AL)

Lot 1, according to the Survey of Colony Woods Apartments, as recorded in Map Book 170, page 72, in the Probate Office of Jefferson County, Alabama.

Exhibit B-2  
Cahaba Forest Apartments  
(Shelby Co., AL)

**PARCEL I**

Lot 15, Cahaba Park South, 1st Addition as recorded in Map Book 153, page 49 in the Probate Office of Jefferson County, Alabama; being situated in Jefferson County, Alabama.

**Parcel III (Signage Easement)**

A non-exclusive easement to construct and maintain signage on a structure not exceeding fourteen feet in height and eight feet in width on the 10' by 10' easement for signage in the southwestern corner of Lot 13-D, as shown on Resurvey No. 2 of Cahaba Park South, recorded in Map Book 13, page 57 in the Probate Office of Shelby County, Alabama.

Exhibit B-3  
Morning Sun Villas  
(Shelby Co., AL)

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 and run thence in a Southerly direction along the East line thereof for a distance of 436.00 feet to a point located in a curve to the right in the Northwestern right-of-way line of Meadow Ridge Road, said curve being concave to the Northwest, having a radius of 1598.48 feet, a central angel of 4°10'47" and a chord which forms an interior or counterclockwise angle of 120°10'53" with the preceding course; thence turn an angle to the right and run in a Southwesterly direction with said proposed 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 proposed 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 angel of 33°45'00"; 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°15'00"; 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 307.73 feet to the end of said curve; thence turn an angle to the right of 67°07'30" seconds, as measured from the chord of said curve and leaving said proposed 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°00' and run in a Southwesterly direction for a distance of 10.00 feet; thence turn an angle to the right of 90°00' and run in Northwesterly direction for a distance of 20.00 feet; thence turn an angle to the right of 90°00' and run in a Northeasterly direction for a distance of 10.00 feet; thence turn an angle to the left of 90°00' 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°38'01" 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°23'12" and run in a Northeasterly direction for a distance of 362.69 feet; thence turn an angle to the left of 65°23'12" and run in a Northerly direction for a distance of 50.00 feet; thence turn angle to the right of 92°17'02" and run in a Easterly direction along the North line of said quarter-quarter section for a distance of 997.59 feet to the point of beginning.

PARCEL II

Together with the right accruing to the subject property of the following:

1. Storm Sewer and Drainage Easement between Daniel U.S. Properties, Ltd., and Daniel Properties IV dated August 1, 1986 and recorded in Real Record 86, Page 349 in the Office of the Judge of Probate.
2. Sewer Line Easement and Connection Agreement between Daniel U.S. Properties, Ltd., and Daniel Properties IV dated September 23, 1985 and recorded in Real Record 43, Page 611 in the Office of the Judge of Probate, as modified by that certain First Modification to Sewer Line Easement and Connection Agreement dated August 14, 1986 and recorded in Real Record 86, Page 355 aforesaid records, as further modified by that certain Quitclaim Deed with Reservation of Rights dated January 31, 1994 and recorded as Instrument #1994-03407 aforesaid records.
3. Quitclaim Deed with Reservation of Rights dated January 31, 1994 and recorded as instrument #1994-03407.

Morning Sun villas  
(Shelby County, AL)

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 and run thence in a Southerly direction along the East line thereof for a distance of 436.00 feet to a point located in a curve to the right in the Northwestern right-of-way line of Meadow Ridge Road, said curve being concave to the Northwest, having a radius of 1598.48 feet, a central angel of  $4^{\circ}10'47''$  and a chord which forms an interior or counterclockwise angle of  $120^{\circ}10'53''$  with the preceding course; thence turn an angle to the right and run in a Southwesterly direction with said proposed 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 proposed 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 angel of  $33^{\circ}45'00''$ ; 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  $10^{\circ}15'00''$ ; 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 307.73 feet to the end of said curve; thence turn an angle to the right of  $67^{\circ}07'30''$  seconds, as measured from the chord of said curve and , leaving said proposed right-of-way line, run in a Northwesterly direction for a distance of 101.95 feet; thence turn an angle to the left of  $90^{\circ}00'$  and run in a Southwesterly direction for a distance of 10.00 feet; thence turn an angle to the right of  $90^{\circ}00'$  and run in Northwesterly direction for a distance of 20.00 feet; thence turn an angle to the right of  $90^{\circ}00'$  and run in a Northeasterly direction for a distance of 10.00 feet; thence turn an angle to the left of  $90^{\circ}00'$  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  $75^{\circ}38'01''$  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  $65^{\circ}23'12''$  and run in a Northeasterly direction for a distance of 362.69 feet; thence turn an angle to the left of  $65^{\circ}23'12''$  and run in a Northerly direction for a distance of 50.00 feet; thence turn angle to the right of  $92^{\circ}17'02''$  and run in a Easterly direction along the North line of said quarter-quarter section for a distance of 997.59 feet to the point of beginning.

PARCEL II

Together with the right accruing to the subject property of the following:

1. Storm Sewer and Drainage Easement between Daniel U.S. Properties, Ltd., and Daniel Properties IV dated August 1, 1986 and recorded in Real Record 86, Page 349 in the Office of the Judge of Probate.
2. Sewer Line Easement and Connection Agreement between Daniel U.S. Properties, Ltd., and Daniel Properties IV dated September 23, 1985 and recorded in Real Record 43, Page 611 in the Office of the Judge of Probate, as modified by that certain First Modification to Sewer Line Easement and Connection Agreement dated August 14, 1986 and recorded in Real Record 86, Page 355 aforesaid records, as further modified by that certain Quitclaim Deed with Reservation of Rights dated January 31, 1994 and recorded as Instrument #1994-03407 aforesaid records.
3. Quitclaim Deed with Reservation of Rights dated January 31, 1994 and recorded as instrument #1994-03407.

Inst # 1995-32179

11/07/1995-32179  
11:36 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
009 SNA 23.00