

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

**Important: Read Instructions on Back Before Filling out Form.**

REORDER FROM  
**Registre, Inc.**  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

40

<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.
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1. Return copy or recorded original to:

Ray D. Gibbons, Esq.  
Gordon Silberman Wiggins & Childs  
1400 SouthTrust Tower  
Birmingham, Alabama 35203

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

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

Crystal Tree I Limited Partnership  
5718 Westheimer, Suite 2100  
Houston, Texas 77057

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)

SouthTrust Bank of Alabama,  
National Association  
P. O. Box 2554  
Birmingham, Alabama 35290

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

FILED WITH:  
**Shelby County Judge of Probate**

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

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

See attached Schedule I for description of collateral.

Debtor is the record owner of the property described on the attached Exhibit A.

This UCC-1 is to be cross-referenced in the real estate records.

This UCC-1 is filed as additional security for an indebtedness secured by a Mortgage recorded simultaneously herewith.

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

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 \$ 21,708,000.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ -0-

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 Debtor(s)

Crystal Tree I Limited Partnership

Signature(s) of Debtor(s)

By: Crystal Tree Corporation, Its General

Type Name of Individual or Business

Partner

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

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

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

SouthTrust Bank of Alabama, N.A.

Type Name of Individual or Business

## Schedule I

(A) All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Property"):

(i) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County and Jefferson County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(ii) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Property as between Debtor and Secured Party and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in and to be secured by that certain Mortgage and Security Agreement entered into by and between Debtor and Secured Party simultaneously herewith (as the same may be amended or modified from time to time, the "Mortgage");

(iii) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

(iv) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as there is not existing an Event of Default (after the giving of any required notice and the expiration of any applicable grace or cure period) under the Mortgage or such collection is not otherwise restricted by the Mortgage.

Except as otherwise specifically defined herein, all capitalized words and phrases used above in this paragraph (A) shall have the respective meanings attributable to them as set forth in the Mortgage, the terms and conditions of which are hereby incorporated herein by this reference.

(B) All Debtor's rights, title, and interest in, to and under:

(i) the construction contract dated November 29, 1995, between Borrower and Summit Contractors, Inc., and any and all renewals, extensions or modifications thereof and guaranties of performance to Borrower thereunder (all of which are



hereinafter collectively called the "Construction Contract"), for the construction of an approximately 402 unit apartment complex and related improvements (hereinafter collectively called the "Improvements"), on the real property described on Exhibit "A" attached hereto and incorporated herein by reference (which real property is herein called the "Property"), (ii) the architect's agreement dated May 15, 1995, between Borrower and The Steinberg Collaborative AIA, and any and all renewals, extensions and modifications thereof and guaranties of performance to Borrower thereunder (all of which are hereinafter collectively called the "Architect's Agreement"), (iii) any other agreements heretofore entered into by Borrower and relating to the construction, use and/or occupancy of the Improvements and the Property, and any and all renewals, extensions and modifications of any thereof and guaranties of performance to Borrower under any thereof (all of which are hereinafter collectively called the "Other Agreements") (the Construction Contract, the Architect's Agreement and the Other Agreements hereinafter collectively called the "Contracts"), (iv) the plans, specifications and drawings as prepared by The Steinberg Collaborative AIA, dated October 24, 1995, and any and all modifications thereof and changes thereto (hereinafter collectively called the "Plans"), and (v) any and all other agreements hereafter entered into by Borrower and relating to the construction, use and/or occupancy of the Improvements and the Property, and any and all renewals, extensions and modifications of any thereof and guaranties of performance to Borrower under any thereof.

(ii) Debtor's books and records relating to the Property or the Project;

(iii) Any Management Agreement by and between Crystal Tree I Limited Partnership and Arruth Associates, Inc., as the same may hereafter be amended from time to time;

(iv) That certain Roadway Escrow Agreement dated June 31, 1995, between Philip A. Sellers and Debtor, and any and all renewals, extensions or modifications thereof and guaranties of performance to Debtor thereunder.

K:\CORP\SOUTHTRU\RESERVE\DOC\UCC-EXH.ALA

EXHIBIT A

PARCEL I

A parcel of land situated in the S.W. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West and in the N.W. 1/4 of the N.E. 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of the S.W. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West and run  $N0^{\circ}13'48''W$  along the West line of said 1/4-1/4 section a distance of 1310.96 feet to the Northwest corner of said 1/4-1/4 section; thence  $S87^{\circ}54'49''E$  along the North line of said 1/4-1/4 section a distance of 1320.29 feet to the Northeast corner of said 1/4-1/4 section; thence South along the East line of said 1/4-1/4 section a distance of 1315.03 feet to the Northeast corner of the N.W. 1/4 of the N.E. 1/4 of Section 36, Township 18 South, Range 2 West; thence  $S0^{\circ}02'48''W$  along the East line of said 1/4-1/4 section a distance of 313.00 feet to a point; thence  $N60^{\circ}11'03''W$  a distance of 676.92 feet to a point; thence  $S43^{\circ}33'21''W$  a distance of 166.93 feet to a point; thence  $N67^{\circ}47'59''W$  a distance of 157.66 feet to a point; thence  $S31^{\circ}24'01''W$  a distance of 204.08 feet to a point; thence  $N68^{\circ}17'59''W$  a distance of 119.33 feet to a point; thence  $S22^{\circ}23'31''W$  a distance of 135.37 feet; thence  $S15^{\circ}03'29''E$  a distance of 33.17 feet to a point; thence  $N87^{\circ}40'24''W$  a distance of 207.65 feet to a point on the West line of said 1/4-1/4 section; thence  $N0^{\circ}19'01''E$  along the West line of said 1/4-1/4 section a distance of 368.81 feet to the POINT OF BEGINNING.

Parcel II

A 60 foot non-exclusive roadway easement(s) for ingress and egress to East Inverness Parkway as described in the instruments recorded in Real Volume 13 page 426; Real Volume 28 page 673; Real Volume 30 page 85 and Deed 342 page 479, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

EXHIBIT A  
(CONTINUED)

Parcel IV

An easement for the right to construct and maintain, a limited access roadway and temporary construction access, as set out in the Access Roadway Easement dated December 7, 1995 from The Water Works and Sewer Board of the City of Birmingham, a public corporation, to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument No. \_\_\_\_\_ in the Probate Office of Shelby County, Alabama, and subject to the terms, covenants, and conditions therein, over and across the following described parcel:  
Begin at the Southeast corner of the NW 1/4 of the SE 1/4 of Section 25, Township 18 South, Range 2 West and run in a Westerly direction along the South line of said 1/4 1/4 section a distance of 80.00 feet to a point; thence right in a Northeasterly direction a distance of 93 feet, more or less, to a point on the East line of said 1/4 1/4 section, said point being 50.04 feet Northerly of the Southeast corner of said 1/4 1/4 section; thence right in a Southerly direction along the East line of said 1/4 1/4 section a distance of 50.04 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel V

An easement for, and rights to construct and maintain, a dam embankment as set out in the Dam Embankment Easement dated December 7, 1995, from The Water Works and Sewer Board of the City of Birmingham, a public corporation, to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument No. \_\_\_\_\_ in the Probate Office of Jefferson County, Alabama, and subject to the terms, covenants, and conditions therein, over and across the following described parcel:  
Commence at the Southeast corner of the SE 1/4 of the SW 1/4 of Section 25, Township 18 South, Range 2 West, and run in a distance of 34.86 feet to the point of beginning; thence continue in a Northerly direction along the last stated course a distance of 558.69 feet to a point; thence 170 deg. 11 min. 13 sec. to the left in a Southwesterly direction a distance of 245.83 feet to a point; thence 170 deg. 21 min. 18 sec. to the left in a Southeasterly direction a distance of 319.22 feet to the point of beginning; being situated in Jefferson County, Alabama.

EXHIBIT A  
(CONTINUED)

Parcel VI

An easement, and rights to enter, to construct a dam embankment, access road and sanitary force main, as set out in the Temporary Construction Easement dated December 7, 1995, from The Water Works and Sewer Board of The City of Birmingham, a public corporation, to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument No. \_\_\_\_\_ in the Probate Office of Jefferson County, Alabama, and subject to the terms, covenants and conditions set out therein, over and across the following described parcel:

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Commence at the Southeast corner of the S.E. 1/4 of the S.W. 1/4 of Section 25, Township 18 South, Range 2 West and run in a distance of 34.86 feet to the POINT OF BEGINNING; thence 7 32'31" to the left in a Northwesterly direction a distance of 319.22 feet to a point; then 17 21'18" to the right in a Northeasterly direction a distance of 245.83 feet to a point on the East line of said 1/4-1/4 section; thence 9 48'47" to the left in a Northerly direction along the East line of said 1/4-1/4 section a distance of 205.36 feet to a point; thence 170 11'13" to the left in a Southwesterly direction a distance of 453.52 feet to a point; thence 17 21'18" to a point; thence 82 13'41" to the left in an Easterly direction a distance of 35.32 feet to the POINT OF BEGINNING.

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Inst # 1995-36413

12/20/1995-36413  
08:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MCD 20.00