

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

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

<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 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
Pre-paid Acct. # _____ 2. Name and Address of Debtor (Last Name First if a Person) Crystal Tree I Limited Partnership 5718 Westheimer, Suite 2100 Houston, Texas 77057		<p style="font-size: 1.5em; transform: rotate(-15deg);">Inst # 1996-04011</p> <p style="font-size: 1.2em; transform: rotate(-15deg);">02/07/1996-04011 11:06 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 SWA 12.00</p>
Social Security/Tax ID # _____ 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)		
Social Security/Tax ID # _____ <input type="checkbox"/> 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 # _____ <input type="checkbox"/> Additional secured parties on attached UCC-E		FILED WITH: Shelby County Judge of Probate
5. <input checked="" type="checkbox"/> This statement refers to original Financing Statement bearing File No. 1995-36413 Filed with Shelby Co. Judge of Probate		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) Date Filed 12/20 19 95
6. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 7. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. 8. <input type="checkbox"/> Partial or Full Assignment. The Secured Party's right under the financing statement bearing file number shown above to the property described in item 11 or to all of the property listed on this file, is assigned to the assignee whose name and address appears in item 4. 9. <input checked="" type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in item 11. 10. <input type="checkbox"/> Partial Release. Secured Party releases the collateral described in item 11 from the financing statement bearing file number shown above.		

This UCC-3 Amendment is being filed to add as collateral the property described on the attached Exhibit A-1.

11A. 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.

Signature(s) of Debtor(s)
Crystal Tree I Limited Partnership
 By: **Crystal Tree Corporation, Its General Partner**
 Type Name of Individual or Business

Signature(s) of Secured Party(ies)
Its: Vice President
SouthTrust Bank of Alabama, N.A.
 Type Name of Individual or Business

EXHIBIT A-1

Legal Description

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

Begin at the Southwest corner of the N.E. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West and run in an Easterly direction along the South line of said 1/4-1/4 section a distance of 907.79 feet, more or less, to the Southwesterly right-of-way line of Cahaba Beach Road; thence $159^{\circ}31'46''$ to the left in a Northwesterly direction along the Southwesterly right-of-way line of said road a distance of 142.98 feet, more or less, to a point on a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence $20^{\circ}28'14''$ to the left in a Westerly direction along a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 565.77 feet, more or less, to a point; thence $90^{\circ}00'$ to the right in a Northerly direction a distance of 10.00 feet to a point on a line that is 60.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence $90^{\circ}00'$ to the left in a Westerly direction along a line that is 60.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 150.00 feet to a point; thence $90^{\circ}00'$ to the left in a Southerly direction a distance of 10.00 feet to a point on a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence $90^{\circ}00'$ to the right in a Westerly direction along a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 60.00 feet to a point on the West line of said 1/4-1/4 section; thence left in a Southerly direction along the West line of said 1/4-1/4 section a distance of 50.04 feet to the POINT OF BEGINNING.

This conveyance is subject to the following:

1. Taxes due in year 1995;
2. Easement to South Central Bell as shown by instrument recorded in Deed 345, Page 388 in the Probate Office of Shelby County, Alabama;
3. Title to all minerals within and underlying the premises together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed 121, Page 414 in the Probate Office of Shelby County; and
4. The restrictive covenants contained on Page 2 of Exhibit A-1 attached hereto and incorporated herein by reference.

EXHIBIT A-1

Restrictions and Covenants

To that certain Warranty Deed by and between Serene K. Bateh, Najwa S. Bateh and Crystal Tree I Limited Partnership.

Grantors own a tract of land of which the Subject Property constitutes a small strip. After the conveyance of the Subject Property, the Grantors shall continue to own the "Grantors' Remaining Property" situated adjacent to the Subject Property. Grantee is the owner of a tract of land ("Grantee's Property") situated adjacent to the westerly end of the Subject Property. It is intended that the Subject Property afford ingress and egress to and from Grantee's Property to Cahaba Beach Road. Accordingly, the following restrictive covenants shall apply to the Subject Property:

- (a) The Subject Property may be improved only as a roadway for ingress and egress to and from Cahaba Beach Road to the Grantee's Property, for installation of utilities and for signage at the entrance of Cahaba Beach Road. Such improvements shall also include the right to fence the roadway and to install an access and security gate.
- (b) No party may be granted use of the roadway except for Grantee, as owner of the Grantee's Property, its successors and assigns, and its employees, contractors, tenants, agents and family members and guests of Tenants, and the Water Works Board of the City of Birmingham, as well as public and emergency vehicles. It is intended that the roadway will be an appurtenance of the Grantee's Property.
- (c) Grantors reserve the right for themselves and their family members, executors, heirs and to any single family residence which fronts on the roadway to use the roadway. Access to the roadway will not be permitted for any multi-family, commercial or other use conducted on the remaining property owned by the Grantors. If Grantee places a lock on the gate at the entry to Cahaba Beach Road, a key to the lock will be delivered to Grantors.
- (d) The covenants contained in paragraphs (a), (b) and (c) above shall remain in effect for a period of forty (40) years or until the Subject Property is no longer used for roadway purposes or until the then owners of the Grantee's Property and the remaining property of Grantors mutually agree.

CRYSTAL TREE I LIMITED PARTNERSHIP

By: CRYSTAL TREE, INC.

By: 

Its: President

Inst # 1996-04011

Ex.A-1, Page 2

02/07/1996-04011
11:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 12.00