

Important: Read Instructions on Back Before Filling out Form.

Inst # 1996-13775
04/29/1996-13775
10:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DMS MCD 19.00

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

(1) FILING OFFICER COPY — ALPHABETICAL
 (2) FILING OFFICER COPY — NUMERICAL
 (3) FILING OFFICER COPY — ACKNOWLEDGEMENT
 (4) FILE COPY — SECOND PARTY(S)
 (5) FILE COPY DEBTOR(S)

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

LON-103-1/91

EXHIBIT A

All right, title and interest of the Debtor, direct or indirect, whether now owned or hereafter acquired, in and to the following:

(a) The Origination and Sale Agreement relating to the hereinafter defined Bonds (the "Origination Agreement") dated as of December 1, 1985 between the Debtor and Colonial Mortgage Company (the "Lender") (other than the rights of the Debtor to indemnification under Section 7.6 of the Origination Agreement), and any agreements amending, supplementing, extending or modifying the same;

(b) The Irrevocable Letter of Credit No. IC-10306 dated December 20, 1985 from AmSouth Bank N.A. in favor of the Secured Party (the "Letter of Credit"), as such document or agreement may hereafter be amended, supplemented or extended;

(c) The Loan Agreement dated as of December 1, 1985, between Heatherbrook Investors, Ltd. (the "Owner") and the Lender, as such document or agreement may hereafter be amended, supplemented or extended;

(d) The Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") dated as of December 1, 1985, among the Debtor, the Secured Party, the Lender and the Owner, as such document or agreement may hereafter be amended, supplemented or extended;

(e) The Mortgage, Security Agreement and Assignment of Rents and Leases (the "Mortgage") dated as of December 1, 1985 executed by the Owner in favor of the Lender and assigned by the Lender to the Secured Party, as such document or agreement may hereafter be amended, supplemented or extended;

(f) The Mortgage Note (the "Mortgage Note") dated December 20, 1985, in the principal amount of \$10,500,000, executed by the Owner and assigned by the Lender to the Secured Party, as such document or agreement may hereafter be amended, supplemented or extended;

(g) All right, title and interest of the Debtor in and to the moneys and securities deposited or required to be deposited in any fund or account (other than the Program Fund) created and established pursuant to the provisions of that certain Trust Indenture (the "Indenture") dated as of December 1, 1985, between the Debtor and the Secured Party, relating to Alabama Housing Finance Authority Multi-Family Residential Development Bonds, 1985 Series O (Heatherbrooke Apartments Project) in the aggregate principal amount of \$10,500,000 (the "Bonds"); and

(h) All present and future rights of the Authority (i) to make claim for, collect and receive any income, revenues, issues, profits, proceeds and other sums of money payable to or for the account of or receivable

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by the Authority under any of the documents referred to in (a), (b), (c), (d), (e), (f), and (g) above, (ii) to bring actions and proceedings thereunder or for the enforcement of any such documents, (iii) to pursue the remedies provided in any such documents upon the occurrence of an event of default thereunder, and (iv) to do any and all things which the Authority is or may become entitled to do under or on account of such documents;

(i) Any and all property of every kind and nature which may from time to time hereafter be conveyed, assigned, hypothecated, endorsed, pledged, mortgaged, granted, or delivered to or deposited with the Secured Party as additional security under the Indenture.

Information regarding the above-described collateral and the terms and provisions of the Indenture, the Origination Agreement, the Letter of Credit, the Loan Agreement, the Regulatory Agreement, the Mortgage, and the Mortgage Note may be obtained from the Debtor or the Secured Party at the addresses listed on the financing statement to which this Exhibit A is attached.

The Mortgage relates to the real estate described on Appendix I to this Financing Statement, and personal property subject to the lien of such document are or may become fixtures to such real estate. The Owner is the record owner of such real estate.

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APPENDIX I

Parcel One:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 36, Township 18 South, Range 2 West, run North along the West boundary of said quarter-quarter a distance of 83.35 feet; thence right 45 deg. 06 min. a distance of 63.10 feet; thence left 49 deg. 11 min. 30 sec. a distance of 170.55 feet; thence right 24 deg. 46 min. a distance of 588.26 feet; thence left 36 deg. 03 min. a distance of 156.52 feet; thence right 37 deg. 27 min. a distance of 135.37 feet; thence right 89 deg. 18 min. 30 sec. a distance of 119.33 feet; thence left 80 deg. 18 min. along a traverse line which approximates the water's edge of Lake Dixie; said water's edge being the true property line, a distance of 204.08 feet; thence right 80 deg. 48 min. and continuing along said traverse line a distance of 265.33 feet; thence left 17 deg. 25 min. a distance of 77.06 feet; thence right 5 deg. 11 min. a distance of 65.07 feet; thence right 51 deg. 03 min. a distance of 94.44 feet; thence right 43 deg. 56 min. a distance of 132.54 feet; thence right 18 deg. 31 min. a distance of 230.34 feet; thence right 6 deg. 55 min. a distance of 142.56 feet; thence left 85 deg. 30 min. a distance of 251.21 feet, which ends the traverse line approximating the water's edge of Lake Dixie, the remaining being the description of the exact property line of the land herein described; thence right 46 deg. 22 min. a distance of 420.00 feet; thence right 91 deg. 07 min. a distance of 271.66 feet; thence left 88 deg. 53 min. a distance of 60.01 feet; thence right 91 deg. 07 min. a distance of 548.37 feet to the point of beginning.

AND:

Beginning at the S.E. Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 36, Township 18 South, Range 2 West, run North along the East boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 83.35 feet; thence right 45 deg. 06 min. a distance of 63.10 feet; thence left 49 deg. 11 min. 30 sec. a distance of 170.55 feet; thence left 155 deg. 14 min. along the centerline of a road easement having a width of 30 feet on each side of the center line, a distance of 61.00 feet to the point of tangency of a curve to the left; thence left along the arc of the curve having a radius of 880.67 feet, a distance of 199.15 feet through an angle of 12 deg. 57 min. 23 sec.; thence continue along the projected tangent to the aforementioned curve a distance of 47.12 feet to the South boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence left 95 deg. 39 min. 01 sec. along said South boundary a distance of 44.10 feet to the point of beginning.

Parcel Two:

A non-exclusive easement for ingress and egress and the installation of utilities, 60 feet in width being 30-feet on each side of centerline described as follows:

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From the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, run West along the South boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 44.10 feet to the point of beginning; Thence, 30 feet each side of a line described as: From the said $\frac{1}{4}$ - $\frac{1}{4}$ line, turn an angle to the right of 95 deg. 39'07" and go 47.13 feet; thence right along the arc of a curve with a radius of 280.67 feet, a distance of 199.15 feet; thence along the tangent line to said curve a distance of 570.51 feet; thence, along a curve to the left with a radius of 242.04 feet a distance of 152.29 feet; thence, along the arc of a curve to the right with a radius of 232.35 feet a distance of 42.38 feet, said point being the end of this easement.

Said easement being originally created by instrument recorded in Real record 13, page 426 in the Probate Office of Shelby County, Alabama.

Parcel Three:

From the NW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 36, Township 18 South, Range 2 West, run South along the West boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 370.01 feet; thence left 88 deg. 01' 30" a distance of 212.71 feet to the point of beginning, said point on the centerline of a road, said centerline being a curve to the right with a radius of 232.35 feet; thence turn left 97 deg. 53' 56" to the tangent of said curve and follow the arc of the curve a distance of 109.49 feet to the point of tangency of said curve; thence continue along the projection of said tangent a distance of 56.61 feet.

Said easement being originally created by instrument recorded in Real record 028, page 673 in the Probate Office of Shelby County, Alabama.

013303

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 DEC 20 PM 1:06

Thomas A. Shanderson, Jr.
JUDGE OF PROBATE

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10:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.00