

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

☐ 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 Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Kathleen A. Collier
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 2400
Birmingham, Alabama 35203-2602
Pre-paid Acct. # _____

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

Balboa Investment Group II
One World Trade Center, Suite 1600
Long Beach, California 90831-1600
Social Security/Tax ID # _____

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

Alabama Housing Finance Authority
P.O. Box 230909
Montgomery, Alabama 36123-0909
Social Security/Tax ID # _____

☐ Additional debtors on attached UCC-E

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

AmSouth Bank of Alabama
Real Estate Loan Department
P. O. Box 11007
Birmingham, Alabama 35202
Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

See Schedule I attached hereto and made a part hereof.

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

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 \$ _____
Additional security to mortgage filed simultaneously herewith.
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ N/A

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)

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

Balboa Investment Group II
By: [Signature]
Signature(s) of Debtor(s)

Alabama Housing Finance Authority
By: [Signature]
Signature(s) of Debtor(s)

Type Name of Individual or Business

AmSouth Bank of Alabama
By: [Signature]
Signature(s) of Secured Party(ies) or Assignee

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

Type Name of Individual or Business

SCHEDULE I
[As Attachment to UCC-1 Financing Statement]

[Bank Mortgage]

1. **Land.** The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; and all claims or demands of the Debtors, or either of them, at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

2. **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Debtors, or either of them (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

3. **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Debtors, or either of them and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of the loan have been or may be advanced, wherever the same may be located (all of the foregoing hereinafter collectively called the "Personal Property").

4. **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against Balboa Investment Group II (the "Company") under the Federal Bankruptcy Code.

5. **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Real Property, the Personal Property or any other property conveyed or encumbered hereby, together with all right, title and interest in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

6. **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to the Debtors or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property, or any other such property.

7. **General Intangibles and Agreements.** a. All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Company thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; b. the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and c. all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by this Agreement, or used or useful in connection therewith, whether now or hereafter entered into.

8. **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

9. **Special Funds Under Indenture.** Money and investments from time to time on deposit in, or forming a part of, the funds established under the Indenture, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

10. **Proceeds.** All proceeds of any of the foregoing.

EXHIBIT A

(Land Description)

A tract of land in the Southwest 1/4 of the Northeast 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Begin at the Northeast corner of said Southwest 1/4 of Northeast 1/4 and run west along the north line thereof for 661.23 feet; thence turn left 88 degrees 57 minutes 22 seconds and run southerly for 330.66 feet; thence turn right 89 degrees 02 minutes 14 seconds and run westerly for 258.06 feet to a point on the easterly right of way line of U.S. Highway 280; thence turn left 85 degrees 52 minutes 30 seconds and run southeasterly along said easterly right of way line for 60.32 feet; thence turn left 84 degrees 07 minutes 30 seconds and run easterly for 286.78 feet to the beginning of a curve to the right having a radius of 189.87 feet and a central angle of 90 degrees 34 minutes 50 seconds; thence easterly and southerly along the arc of said curve for 300.17 feet; thence southerly tangent to said curve for 148.50 feet; thence turn left 90 degrees and run easterly 254.15 feet; thence turn right 90 degrees 27 minutes 45 seconds and run southerly for 218.26 feet; thence turn left 90 degrees and run easterly for 176.0 feet to a point on the east line of said Southwest 1/4 of Northeast 1/4; thence turn left 90 degrees and run northerly along said east line for 956 feet to the point of beginning; being situated in Shelby County, Alabama.

Inst # 1996-30695

09/17/1996-30695
01:50 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 20.00