

**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

33734

|   |  |  |   |
|---|--|--|---|
| <input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).  |  | No. of Additional Sheets Presented: <b>4</b>   | This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. |
| 1. Return copy or recorded original acknowledgement to:<br><br>Dawn H. Sharff, Esq.<br>Walston, Wells, Anderson & Bains, LLP<br>P.O. Box 830642<br>Birmingham, AL 35283   |  | THIS SPACE FOR USE OF FILING OFFICER<br>Date, Time, Number & Filing Office   |   |
| Pre-paid Acct. # _____<br>2. Name and Address of Debtor (Last Name First if a Person)<br><br>Crowne Woods Associates, Ltd.<br>1015 Financial Center<br>505 North 20th Street<br>Birmingham, AL 35203  |  |  |   |
| Social Security/Tax ID # _____<br>2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)   |  |  |   |
| Social Security/Tax ID # _____<br><input type="checkbox"/> Additional debtors on attached UCC-E   |  | FILED WITH:<br><br>Shelby County Judge of Probate  |   |
| 3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)<br><br>AmSouth Bank<br>P.O. Box 11007<br>Birmingham, AL 35288  |  | 4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)  |   |
| Social Security/Tax ID # _____<br><input type="checkbox"/> 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 for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.   |  | SA. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:<br><br>_____<br>_____<br>_____<br>_____<br>_____  |   |
| filed as additional security for mortgage recorded of even date herewith on which tax has been paid   |  |  |   |
| Check X if covered: <input checked="" type="checkbox"/> 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).<br><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.<br><input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.<br><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected.<br><input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor<br><input type="checkbox"/> as to which the filing has lapsed. |  | 7. Complete only when filing with the Judge of Probate:<br>The initial indebtedness secured by this financing statement is \$ _____.<br>Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____.<br>8. <input checked="" type="checkbox"/> 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)<br>(Required only if filed without debtor's Signature — see Box 6)   |  |  |   |

**SEE ATTACHED SIGNATURE PAGE**

**Signature(s) of Debtor(s)**

Signature(s) of Debtor(s)

Type Name of Individual or Business

**(3) FILING OFFICER COPY-ACKNOWLEDGEMENT**

**59 FILE COPY DEBTOR(S)**

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

Approved by The Secretary of State of Alabama

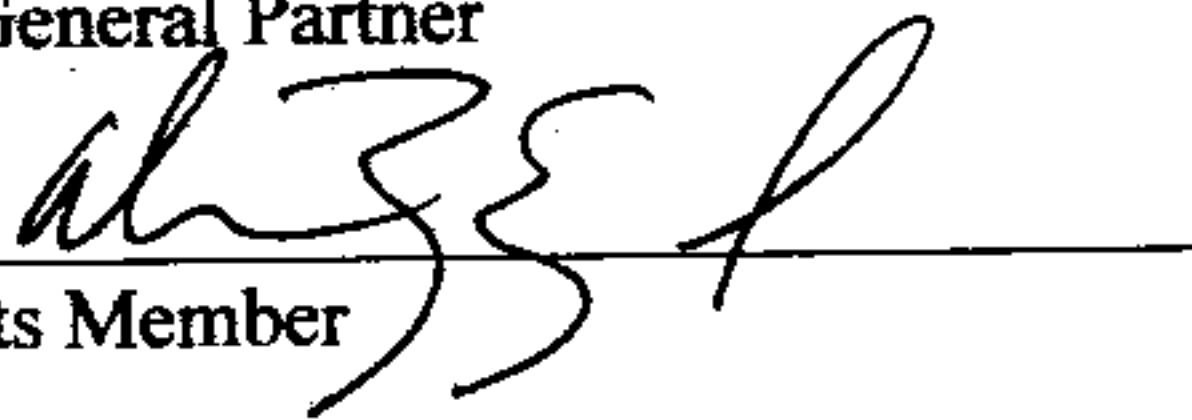
**SIGNATURE PAGE  
TO  
UCC-1**

**[Crowne Woods Associates, Ltd.]**

**DEBTOR:**

**CROWNE WOODS ASSOCIATES, LTD.**

By Crowne Group VI, L.L.C.  
Its General Partner

By   
Its Member

**SCHEDULE I  
TO  
UCC-1**

**[Crowne Woods Associates, Ltd.]**

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Improvements").
- B. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C. (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Debtor is the lessor, including but not limited to any existing leases, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned being hereinafter collectively referred to as the "Leases");
- (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
- (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, the Debtor shall have the



right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

(iv) any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Debtor hereby appoints the Secured Party as the Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

- D. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Improvements.
- E. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

**EXHIBIT A  
TO  
UCC-1**

**[Crowne Woods Associates, Ltd.]**

Lot 3, according to the Survey of Crowne Resurvey of Galleria Woods, First Addition, as recorded in Map Book 30, page 77, in the Probate Office of Jefferson County, Alabama, Bessemer Division and in Map Book 21, page 91 in the Probate Office of Shelby County, Alabama.

**Inst # 1999-10857**

**03/15/1999-10857  
12:48 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CRH 19.00**