

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

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: <u>1</u>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to:  Thomas A. Caddell Harris, Caddell & Shanks, P.C. P.O. Box 2688 Decatur, AL 35602-2688  Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office  <div style="text-align: center;">Inst # 1999-42705 10/14/1999-42705 11:57 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 16.00 002 CJ1</div>
2. Name and Address of Debtor (Last Name First if a Person)  Housing Investors Columbiana II, Ltd. 496 Highway 67 South Decatur, AL 35603  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. SECURED PARTY (Last Name First if a Person)  Regions Bank P.O. Box 2229 Decatur, AL 35602  Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
<input type="checkbox"/> Additional secured parties on attached UCC-E		

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

See Exhibit "A"

FILED AS ADDITIONAL SECURITY TO MORTGAGE OF EVEN DATE  
HEREWITH RECORDED IN BOOK 1999, PAGE 42703,  
SHELBY COUNTY PROBATE OFFICE.

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

3 0 0	---
5 0 0	---
6 0 0	---
7 0 0	---
8 0 0	---
2 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 \$ 2,195,000.00

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

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

HOUSING INVESTORS COLUMBIANA II, LTD.  
BY HOUSING INVESTORS INC.

Signature(s) of Debtor(s) General Partner  
BY: [Signature]  
Signature(s) of Debtor(s) W.H. Blommore, President  
Billy Bucklew Secretary

REGIONS BANK

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

[Signature] EVP  
Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

Type Name of Individual or Business

(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

**EXHIBIT "A"**

attached hereto and made a part of UCC-1 Financing  
Statement by Housing Investors Columbiana II, Ltd.,  
an Alabama Limited Partnership

Inst # 1999-42705

- A. All furnishings, fixtures, machinery, equipment, appliances, vehicles, building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles 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 use, operation or enjoyment of the property described as:

A tract of land containing 4.9 acres, more or less, lying in the Southeast Quarter of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, and more particularly described in mortgage of even date herewith, (herein sometimes "PROJECT"),

including all extension, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of DEBTOR in any such furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by DEBTOR or on behalf of DEBTOR, all trade names, trademarks, servicemarks, logos and good will related thereto which in any way now or hereafter belong, relate or appertain to the PROJECT or any part thereof or are now or hereafter acquired by DEBTOR; are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the PROJECT as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage. The location of the above-described COLLATERAL is also the location of the Land described above.

- B. 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 PROJECT or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the PROJECT 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.

- C. All right, title, and interest in, to, and under any and all documents and instruments relating to the construction of the improvements contemplated on the PROJECT, including, without limitation, any and all construction contracts, architectural contracts, engineering contracts, plans, specifications, drawings, surveys, bonds, permits, licenses and other governmental approval, and all income, rents, issues, profits and revenues of the PROJECT from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by DEBTOR or in a trust account, and escrow funds), and all 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 DEBTOR is not in default hereunder.

 (initials)

10/14/1999-42705  
11:57 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 16.00