

# STATE OF ALABAMA - UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

## FORM UCC-1 ALA.

<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.
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1. Return copy or recorded original to: Stephanie M. Jackson Maynard, Cooper & Gale, P.C. 1901 6th Avenue North, Suite 2400 Birmingham, AL 35203-2602  Pre-paid Acct. # _____	<div style="text-align: center;"> <b>THIS SPACE FOR USE OF FILING OFFICER</b>          Date, Time, Number &amp; Filing Office       </div> <div style="text-align: center; font-family: monospace;">         Inst # 2000-39153          11/13/2000-39153          10:04 AM CERTIFIED          SHELBY COUNTY JUDGE OF PROBATE          006 MMB 20.00       </div>
2. Name and Address of Debtor (Last Name First if a Person) Housing Investors Columbiana II, Ltd. 496 Highway 67 South Decatur, Alabama 35603 Attention: W.M. Dinsmore Social Security/Tax ID # _____	FILED WITH: Judge of Probate of Shelby County, Alabama
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) Alabama Housing Finance Authority as Administrator of Alabama's HOME Program P. O. Box 230909 Montgomery, AL 36123-0909 Attention: HOME Coordinator 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:  All types (or items) of property described on <u>Schedule I</u> and <u>Schedule II</u> attached hereto and made a part hereof.  Some of the property described in <u>Schedule I</u> is now, or may in the future become, affixed to the Land described on <u>Exhibit A</u> attached hereto and made a part hereof. The Debtor is a record owner of said Land.  * This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.	5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">0</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">8</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> </tr> <tr> <td style="text-align: center;">1</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">—</td><td style="text-align: center;">—</td><td style="text-align: center;">—</td> </tr> <tr> <td style="text-align: center;">2</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">—</td><td style="text-align: center;">—</td><td style="text-align: center;">—</td> </tr> <tr> <td style="text-align: center;">3</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">—</td><td style="text-align: center;">—</td><td style="text-align: center;">—</td> </tr> <tr> <td style="text-align: center;">5</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">—</td><td style="text-align: center;">—</td><td style="text-align: center;">—</td> </tr> <tr> <td style="text-align: center;">6</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">—</td><td style="text-align: center;">—</td><td style="text-align: center;">—</td> </tr> <tr> <td style="text-align: center;">7</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">—</td><td style="text-align: center;">—</td><td style="text-align: center;">—</td> </tr> </table>	0	0	0	8	0	0	1	0	0	—	—	—	2	0	0	—	—	—	3	0	0	—	—	—	5	0	0	—	—	—	6	0	0	—	—	—	7	0	0	—	—	—
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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) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor. <input type="checkbox"/> 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 \$ _____  Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ N/A
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)	

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

SEE ATTACHED SIGNATURE PAGE	
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies) or Assignee
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies) or Assignee
Type Name of Individual or Business	Type Name of Individual or Business

**SIGNATURE PAGE  
FOR  
UCC FINANCING STATEMENT**

**DEBTOR:**

**HOUSING INVESTORS COLUMBIANA II,  
LTD.**, an Alabama limited partnership

BY: HOUSING INVESTORS, INC., an Alabama  
corporation, its general partner

By: 

Billy J. Buckelew, its Secretary

**SCHEDULE I  
TO  
FINANCING STATEMENT**

The property described in this financing statement includes all the Debtor's right, title and interest in, to and under, whether now owned or hereafter acquired by the Debtor, all of the following described land and interests in land, estates, easements, tenements, rights, improvements, property, fixtures, machinery, equipment, furniture, furnishings, appliances and appurtenances (hereinafter collectively referred to as the "Premises"):

(a) All that tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, pipes, heaters, furnaces, engines and machinery, escalators, boilers, ranges, elevators, motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus (including, without limitation, humidity control equipment), refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings, and storm sashes, alarm devices of any type, automatic sprinkler systems, carpet, cabinets and shelving, partitions, paneling, and wall covering, and windows of every type, which are or shall be attached to the Land or said buildings, structures, or improvements and all other fixtures, machinery, equipment, furniture, furnishings, appliances, vehicles, building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangible 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, operations, or enjoyment of the Premises, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions or proceeds from a permitted sale of any of the foregoing, and all right, title and interest of Debtor in any such fixtures, machinery, equipment, furniture, furnishings, 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 tradenames, trademarks, servicemarks, logos and goodwill which in any way now or hereafter belong, relate or appertain to the Premises or any part thereof or are now or hereafter acquired by Debtor; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises 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 secured by the Mortgage;

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, shrubs, crops,



trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Premises 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;

(d) All present and future income, rents, issues, profits and revenues of the Premises from time to time accruing (including, without limitation, all payments under leases or tenancies, unearned premiums on any insurance policy carried by Debtor for the benefit of Lender and/or the Premises, tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Premises or payment for alteration of the grade of any street upon which said Premises abuts, or any other injury to, taking of or decrease in the value of, said Premises to the extent of all amounts which may be owing on the indebtedness secured by the Mortgage at the date of receipt of any such award or payment by Debtor, less the reasonable attorneys' fees, costs and disbursements incurred by Debtor in connection with the collection of such award or payment), 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; and

(e) All insurance policies, contracts, permits, licenses, plans or intangibles now or hereafter dealing with, affecting or concerning the Premises, including, without limitation, all rights accruing to Debtor from any and all contracts with all contractors, architects, engineers or subcontractors relating to the construction of improvements on or upon the Premises, including performance and/or materialmen's bonds and any other related choices;

### **Definitions**

As used in this Schedule I the following terms shall have the respective meanings assigned to them as follows:

**Debtor** means the debtor described in this Financing Statement.

**Lender** means the secured party described in this Financing Statement.

**Mortgage** means that certain Mortgage and Security Agreement dated November 9, 2000 by and between the Debtor and Lender.

**SCHEDULE II  
TO  
FINANCING STATEMENT**

All of Debtor's right, title and interest in, to, and under all leases and rental agreements, whether written or oral, now or hereafter affecting all or any part of the Premises, as hereinafter defined, and any agreement for the use or occupancy of all or any part of said Premises which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of such leases, rental agreements, and agreements for the use or occupancy of all or any part of the Premises and guaranties of the performance or obligations of any tenants thereunder, and all other arrangements of any sort resulting in the payment of money to Debtor or in Debtor's becoming entitled to the payment of money for the use of the Premises or any part thereof whether such user or occupier is tenant, invitee, or licensee (said leases, agreements, and other arrangements are hereinafter referred to collectively as the "Leases" and individually as a "Lease", and said tenants, invitees, and licensees are hereinafter referred to collectively as "Tenants" and individually as "Tenant", as the context requires), which Leases cover portions of certain property located in Shelby County, Alabama, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the term "Premises", wherever used herein, shall mean the property described in Exhibit "A" and all improvements now or hereafter situated thereon); together with all of Debtor's right, title, and interest in and to all income, rents, issues, and profits and all tenants' security and other similar deposits derived with respect to the Leases and with respect to the Premises, including, without limitation, all additional rents, payments in lieu of rent, expense contributions, and other similar such payments (hereinafter referred to as the "Income"), it being the intention of the parties hereto to establish an absolute transfer and assignment of all of the Leases and the Income to Lender.

**Definitions**

As used in this Schedule II the following terms shall have the respective meanings assigned to them as follows:

**Debtor** means the debtor described in this Financing Statement.

**Lender** means the secured party described in this Financing Statement.

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Inst # 2000-39153

11/13/2000-39153  
10:04 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MMB 20.00

A part of the SE 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows: Commence where the Southeast right of way line of Alabama Highway No. 25 intersects the West right of way line of Egg and Butter Road; thence S49°59'02"W 514.43 feet along the Southeast right of way line of Alabama Highway No. 25 to a 1/2" rebar found with Hollis cap and the point of beginning; thence S29°40'13"E 196.89 feet to a 1/2" rebar found with Hollis cap; thence S63°26'03"W 40.00 feet to a 1/2" rebar found with Hollis cap; thence S26°33'57"E 25.00 feet to a 1/2" rebar found with Hollis cap; thence S63°26'03"W 72.13 feet to a 1/2" rebar found with Hollis cap; thence S00°45'19"E 226.53 feet to a 1/2" rebar found with Hollis cap; thence S81°13'24"E 8.34 feet to a 1/2" rebar found with Hollis cap; thence S15°59'44"W 325.29 feet to an iron found; thence N81°11'07"W 186.66 feet to a 1/2" rebar found with Hollis cap; thence N17°33'26"W 448.99 feet to a 1/2" rebar found with Hollis cap on the Southeast right of way line of Alabama Highway No. 25; thence N49°59'02"E 509.17 feet along said right of way line to the point of beginning. Containing 4.9 acres, more or less.

ALSO: 25 Foot Utility and Drainage Easement:

A part of the SE-1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows: Commence where the southeast right of way line of Alabama Highway No. 25 intersects the west right of way line of Egg and Butter Road; thence S49°59'02"W, 1484.43 feet, along the southeast right of way line of Alabama Highway No. 25 to a point on the Northeast right of way line of Jonesboro Circle; thence S27°18'28"E, 68.55 feet, along said right of way line; thence S81°11'07"E, 649.06 feet; thence N15°59'44"E, 325.29 feet; thence S81°13'24"E, 408.01 feet to a point on the West right of way line of Egg and Butter Road; thence along said right of way line the following courses: N16°25'30"E, 74.83 feet; thence N13°54'40"E, 95.45 feet; thence N8°15'39"E, 98.81 feet; thence N2°48'48"E, 97.40 feet; thence N2°15'01"W, 97.25 feet; thence N6°13'34"W, 67.00 feet, to the point of beginning; thence S63°26'03"W, 449.39 feet; thence N26°33'57"W, 25.00 feet; thence N63°26'03"E, 458.66 feet, to a point on the west right of way line of Egg and Butter Road; thence S6°13'34"E, 26.66 feet, along said right of way to the point of beginning.