

**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: 6	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: Gail Davis, Legal Assistant Maynard, Cooper & Gale, P.C. 1901 Sixth Avenue North 2400 AmSouth/Harbert Plaza Birmingham, Alabama 35203	<div style="text-align: center;"> THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office </div> <div style="text-align: center; font-size: small;"> Inst # 2001-31963 08/01/2001-31963 02:56 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 007 MSE 21.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) Weatherby Manor, L.L.C. 100 Village Street Hoover, Alabama 35242 Social Security/Tax ID # [REDACTED]	TO BE FILED WITH: 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) COLLATERAL MORTGAGE CAPITAL, LLC 524 Lorna Square Birmingham, Alabama 35216 Social Security/Tax ID #	4. ASSIGNEE OF SECURED PARTY (If any) (Last Name First if a Person) FANNIE MAE c/o Collateral Mortgage Capital, LLC 524 Lorna Square Birmingham, Alabama 35216
<input type="checkbox"/> Additional secured parties on attached UCC-E	

5. The Financing Statement Covers the Following Types (or items) of Property: See Schedule A and Exhibit A attached hereto and made a part hereof. Some of the property described in <u>Schedule A</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 Multifamily Mortgage, Assignment of Rents and Security Agreement executed by the Debtor in favor of the Secured Party recorded concurrently herewith. Wellington Manor Apartments Check X if covered <input checked="" type="checkbox"/> Products of Collateral are also covered	5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered <table style="width:100%; border: none;"> <tr><td style="border: none;">_____</td><td style="border: none;">_____</td></tr> <tr><td style="border: none;">_____</td><td style="border: none;">_____</td></tr> <tr><td style="border: none;">_____</td><td style="border: none;">_____</td></tr> <tr><td style="border: none;">_____</td><td style="border: none;">_____</td></tr> <tr><td style="border: none;">_____</td><td style="border: none;">_____</td></tr> <tr><td style="border: none;">_____</td><td style="border: none;">_____</td></tr> </table>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
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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 \$10,775,000.00 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$-0- 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)
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SEE ATTACHED SIGNATURE PAGE _____ Signature(s) of Debtor(s) _____ Signature(s) of Debtor(s) _____ Type Name of Individual or Business	SEE ATTACHED SIGNATURE PAGE _____ Signature(s) of Secured Party(ies) or Assignee _____ Signature(s) of Secured Party(ies) or Assignee _____ Type Name of Individual or Business
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UCC SIGNATURE PAGE

DEBTOR:

WEATHERBY MANOR, L.L.C.,
an Alabama limited liability company

By: RIME III, L.L.C.
an Alabama limited liability company
Its: Member


By: 
Name: HAROLD W. RIPPES
Title: MEMBER

UCC SIGNATURE PAGE

SECURED PARTY:

COLLATERAL MORTGAGE CAPITAL, LLC,
a Delaware limited liability company

By: Collateral Management, LLC
a Delaware limited liability company
Its: Manager

By: 
Name: Brett N. Blackwood
Title: Vice President

DEBTOR: WEATHERBY MANOR, L.L.C.

SCHEDULE A

This financing statement covers the following types (or items) of property (the "Collateral Property"):

1. **Improvements.** The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "Land"), including any future replacements and additions (the "Improvements");
2. **Fixtures.** All property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (the "Fixtures");
3. **Personalty.** All furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land (the "Personalty");
4. **Other Rights.** All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the "Other Rights");

DEBTOR: WEATHERBY MANOR, L.L.C.

5. **Insurance Proceeds.** All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement (the "Insurance Proceeds");

6. **Awards.** All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "Awards");

7. **Contracts.** All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "Contracts");

8. **Other Proceeds.** All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the "Other Proceeds");

9. **Rents.** All rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and deposits forfeited by tenants (the "Rents");

10. **Leases.** All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");

11. **Other.** All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Collateral Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. **Imposition Deposits.** Deposits held by the Lender to pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require, (3) taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local

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improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender (the "Imposition Deposits");

13. **Refunds or Rebates.** All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. **Tenant Security Deposits.** All tenant security deposits which have not been forfeited by any tenant under any Lease; and

15. **Names.** All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property.

EXHIBIT A

(Wellington Manor Apartments)

A tract of land situated in the South half of the Southeast quarter of Section 25 and the Northwest quarter of the Northeast quarter of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said quarter-quarter section a distance of 1222.60 feet to the point of beginning; thence continue in an Easterly direction along the North line of said quarter-quarter section and the North line of the Southeast quarter of the Southeast quarter a distance of 389.61 feet to a point on the Westerly right of way line of Interstate Highway I-65; thence turn an interior angle of $93^{\circ} 35' 03''$ and run to the right in a Southerly direction along the Westerly right of way line of I-65 a distance of 532.46 feet to a point; thence turn an interior angle of $210^{\circ} 58' 46''$ and run to the left in a Southeasterly direction along the Westerly right of way line of I-65 a distance of 174.91 feet to a point; thence turn an interior angle of $149^{\circ} 06' 36''$ and run to the right in a Southerly direction along the Westerly right of way line of I-65 a distance of 173.37 feet to a point; thence turn an interior angle of $128^{\circ} 02' 08''$ and leaving the I-65 right of way run in a Southwesterly direction a distance of 239.40 feet to the PC of a curve; thence continue in a Southwesterly direction along the arc of a curve to the left having a central angle of $8^{\circ} 03' 07''$ and a radius of 1942.02 feet a distance of 272.92 feet to a point; thence turn an interior angle of $126^{\circ} 10' 14''$ (angle measured from tangent) and run to the right in a Westerly direction a distance of 262.25 feet to a point; thence turn an interior angle of $270^{\circ} 00' 00''$ and run to the left in a Southerly direction a distance of 382.52 feet to a point on the North right of way line of Shelby County Highway No. 68; thence turn an interior angle of $90^{\circ} 00' 00''$ and run to the right in a Westerly direction along the Northerly right of way line of Shelby County Highway No. 68 a distance of 48.11 feet to the P.C. of a curve; thence continue in a Westerly direction along the Northerly right of way line of Shelby County Highway No. 68 and along the arc of a curve to the right having a central angle of $1^{\circ} 44' 55''$ and a radius of 881.99 feet a distance of 26.92 feet to a point on the curve; thence turn an interior angle of $91^{\circ} 41' 13''$ (angle measured from tangent) and run to the right in a Northerly direction a distance of 383.27 feet to a point on a curve, thence turn an interior angle of $267^{\circ} 03' 09''$ (angle measured to tangent) and run to the left in a Westerly direction along the arc of a curve to the right having a central angle of $17^{\circ} 44' 49''$ and a radius of 499.48 feet a distance of 154.71 feet to the PT of said curve; thence continue in a Northwesterly direction along the projection of the tangent to the last described curve a distance of 365.17 feet to a point; thence turn an interior angle of $116^{\circ} 37' 27''$ and run to the right in a Northerly direction a distance of 314.84 feet to a point; thence turn an interior angle of $88^{\circ} 11' 56''$ and run to the right in an Easterly direction a distance of 364.66 feet to a point; thence turn an interior angle of $246^{\circ} 03' 03''$ and run to the left in a Northeasterly direction a distance of 730.55 feet to the point of beginning.

Inst # 2001-31963

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