

1. Debtor(s) (Last Name First) and address(es)

FPI Birmingham, Ltd.
c/o Fogelman Properties
5400 Poplar Avenue
Memphis, Tn 38119

2. Secured Party(ies) and address(es)

Citicorp Real Estate, Inc.
211 Perimeter Center Parkway
Suite 700
Atlanta, Ga 30346

For Filing Officer (Date, Time and Filing Office)

026062

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
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4. This statement refers to original Financing Statement bearing File No. 013305

Filed in Shelby County, AL Records Filed December 19 1985

5. ☒ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is not effective.
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☒ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Amend Exhibit B attached to the original Financing Statement referenced above to read as specified in Exhibit B attached hereto.

12.00

SEE SIGNATURE RIDER ATTACHED HERETO

No. of additional Sheets presented:

CITICORP REAL ESTATE, INC.

By:

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Signature(s) of Secured Party(ies)

EXHIBIT B

ATTACHED TO AND MADE A PART OF UNIFORM COMMERCIAL CODE FINANCING STATEMENT BETWEEN FPI BIRMINGHAM, LTD., AN ALABAMA LIMITED PARTNERSHIP WHOSE MANAGING GENERAL PARTNERS ARE AVRON B. FOGELMAN AND FOGELMAN PROPERTIES, INC., AS DEBTOR, AND CITICORP REAL ESTATE, INC., AS SECURED PARTY

The following is a list of all those items and types of property covered by the Financing Statement. The headings of sections are for convenience only and do not affect the meaning of the list. Capitalized words bear the meanings given them in that certain Second Priority Mortgage and Security Agreement by and between FPI Birmingham, Ltd., an Alabama limited partnership whose managing general partners are Avron B. Fogelman and Fogelman Properties, Inc., and Citicorp Real Estate, Inc., and the instruments executed pursuant to the terms thereof.

- A. Fixtures, Building Equipment and Materials. All of Debtor's right, title and interest in and to all gas and electric fixtures, radiators, heaters, space heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air-conditioning, plumbing and heating fixtures, awnings, window shades, drapery rods, drapes, brackets, screens, floor coverings, incinerators, mirrors, mantles, refrigerating plants, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material and equipment now or hereafter delivered to those certain premises described in Exhibit A attached hereto and made a part hereof, as the same may hereafter be improved (the "Premises") and intended to be installed therein, and any other machinery, equipment, material, appliances and fixtures now or hereafter installed or placed by Debtor in the Premises for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage; fire extinguishers and any other safety equipment required by governmental regulation or law; all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever constituting proceeds acquired with cash proceeds of any of the property described hereinabove; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character herein described (or as hereafter improved) and all renewals or replacements thereof or articles in

substitution thereof and all of the estate, right, title and interest of the Debtor in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the management, maintenance and operation thereof; all rents, issues, profits, revenues and benefits from any present or future tenant or occupant upon the Premises; all condemnation awards and insurance proceeds in any way related to the Premises; all accounts receivable arising out of or in connection with the Premises; all of Debtor's right, title and interest in or to any documentation in any way whatsoever related to the Premises.

- B. Contract Rights. All agreements of sale, leases, licenses, license agreements, options, easement agreements, declarations of covenants, permits, approvals, judgments, liens and any other agreements or instruments or choses in action of any kind or nature, in the Premises or any part thereof, whether now existing or hereafter entered into or issued or created. Such contract rights shall include but not be limited to the deposits, rents and other leases referred to in the Second Priority Mortgage and Security Agreement and the items described in Exhibit B of that certain Second Priority Assignment of Borrower's Interest in Contract Documents of even date herewith between Debtor and Secured Party.
- C. Financing Commitment. Any financing agreement of any nature whatsoever relating to the Premises.
- D. Insurance Policies. All policies of insurance, whether now existing or hereafter entered into, insuring or relating to all or any part of the Premises or the improvements constructed thereon including, but not limited to, insurance against loss or damage to the improvements by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage", business interruption insurance, comprehensive public liability insurance, workman's compensation insurance, boiler and machinery insurance, builder's completed value risk insurance, insurance against loss or damage to the personal property by fire and other risks covered by insurance of the type now known as "fire and extended coverage" and such other insurance as may be required by Secured Party against the same or other hazards.
- E. Escrow Accounts. All right, title and interest of Debtor in and to all reserve or escrow agreements and the funds established thereby pursuant to the Second Priority Mortgage and Security Agreement or the Reimbursement Agreement.
- F. Proceeds. All proceeds of all or any part of the Premises or any other collateral described herein, including but not limited to all payments, proceeds, rents, issues and profits derived therefrom,

and and all proceeds of sale, lease, insurance or condemnation including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

The Security Agreement for the items and types of property described above in this Financing Statement is contained in that certain Second Priority Mortgage and Security Agreement from Debtor to Secured Party and filed in the public records of Shelby County, Alabama.

This Financing Statement also covers the Bonds (as hereinbelow defined) delivered or to be delivered to the Secured Party subsequent to a funding by Citibank, N.A. related to unremarketed bonds under the terms of that certain Letter of Credit No. NABG-R91806H issued by said Citibank, N.A. at the request of Secured Party in connection with the issuance of the Bonds. The Security Agreement for the Bonds covered by this Financing Statement is contained in that certain Pledge and Security Agreement dated as of December 1, 1985 between Debtor and Secured Party. As used herein, the term "Bonds" shall mean The Alabama Housing Finance Authority Variable Rate Multifamily Rental Housing Revenue Bonds (Hunter's Pointe Development) 1985 Series P.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
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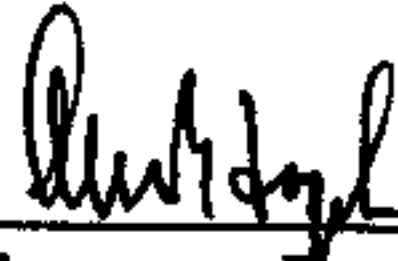
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Thomas A. Snowden, Jr.
JUDGE OF PROBATE

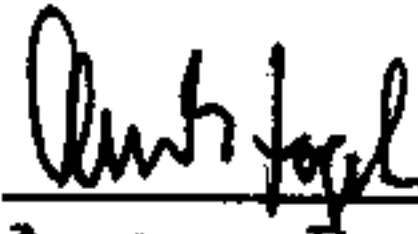
SIGNATURE RIDER ATTACHED TO AND MADE PART OF THE UNIFORM COMMERCIAL CODE FINANCING STATEMENT BETWEEN FPI BIRMINGHAM, LTD., AN ALABAMA LIMITED PARTNERSHIP, AS DEBTOR, AND CITICORP REAL ESTATE, INC., AS SECURED PARTY

DEBTOR:

FPI BIRMINGHAM, LTD., an Alabama
limited partnership

By:  (SEAL)
Avron B. Fogelman,
General Partner

By: Fogelman Properties, Inc.,
a Tennessee corporation,
General Partner

By: 
Avron B. Fogelman,
President

[AFFIX CORPORATE SEAL]