

1. Return copy or recorded original acknowledgement to:

Michael Zender

Oppenheimer Wolff & Donnelly LLP

Plaza VII, Suite 3400

45 South Seventh Street

Minneapolis, MN 55402

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Greystone Realty Investors L.L.C.

3452 Oak Canyon Drive

Birmingham, AL 35243

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

GE Capital Life Insurance Company of New York

PO Box 490

Seattle, WA 98111-0490

Attn: Real Estate Department

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

See Exhibit A attached hereto

GEN Loan No. 3469

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 \$

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)

See Schedule I attached hereto

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

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL(3) FILING OFFICER COPY ACKNOWLEDGEMENT
(4) FILE COPY - SECURED PARTY

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of AlabamaTHIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Inst # 1999-27707

07/01/1999-27707
04:07 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
21.00
005 NMS

FILED WITH:

Judge of Probate

4. NAME AND ADDRESS OF
ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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

SCHEDULE I

TO

UCC FINANCING STATEMENT

Signature of Debtor:

GREYSTONE REALTY INVESTORS L.L.C.,
an Alabama limited liability company

By: KRELL L.L.C., an Alabama limited liability
company

By: Ellen T. Staner
Ellen T. Staner

Its: Member

Its: Member

By: THOMAS A. STANER III
IRREVOCABLE TRUST

By: Ellen T. Staner
Ellen T. Staner

Its: Trustee

By: James A. Warren
James A. Warren

Its: Trustee

Its: Member

Its: Member

By: Ellen T. Staner
Ellen T. Staner

Its: Manager

By: Hisham Hakim
Hisham Hakim

Its: Member

Debtor Taxpayer ID No:



EXHIBIT A
TO
UCC FINANCING STATEMENT

- A. All fixtures and articles of property now or hereafter attached to, or used or adapted for use in the ownership, development, operation or maintenance of the buildings, improvements and land at the below-described real estate (the "Property") (whether such items are leased, are owned or subject to any title retaining or security instrument, or are otherwise used or possessed), including without limitation all heating, cooling, air-conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric and communication fixtures, equipment, machinery and apparatus, all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters and furnaces, all ranges, stoves, disposers, refrigerators and other appliances, all escalators and elevators, all baths and sinks, all cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows and sash, all carpeting, underpadding, floor covering, panelling and draperies, all furnishings of public spaces, halls and lobbies, and all shrubbery and plants; all of which items shall be deemed part of the real property and not severable wholly or in part without material injury to the freehold; provided, however, that personal property and trade fixtures owned or supplied by tenants of the Property with the right of removal at the termination of their tenancies shall not be included within the scope of this paragraph.
- B. All present and future contracts and policies of insurance which insure said real estate or any building, structures or improvements thereon, or any such fixtures or personal property, against casualties and theft, and all monies and proceeds and rights thereto which may be or become payable by virtue of any such insurance contracts or policies.
- C. All of the rents, revenues, issues, profits and income of the Property, and present and future leases and other agreements for the occupancy or use of all or any part of the Property, including without limitation all cash or security deposits, advance rentals and deposits or payments of similar nature, and all guaranties of tenants' or occupants' performances under such leases and agreements; subject, however, to the assignment of rent and other property to the Secured Party.
- D. All general intangibles relating to the development or use of the Property, including without limitation all permits, licenses and franchises, all names under or by which the Property may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, logos and good will in any way relating to the Property.
- E. All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Property, including any awards

for damages sustained to the Property for a temporary taking, change in grade of streets or taking of access.

- F. All water stock relating to the Property, all shares of stock or other evidence of ownership of any part of the Property that is owned by Debtor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property,
- G. All products and proceeds of all of the foregoing.

The Property is located in the County of Shelby, State of Alabama, and is legally described as follows:

Lot A, according to a Resurvey of Medical Center Addition to Greystone, as recorded in Map Book 18 page 64 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Inst # 1999-27707

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04:07 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 HKS 21.00

◆TC3: 520876 v02 6/25/99