

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME AND PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Cassin Cassin & Joseph LLP  
711 Third Avenue, 20<sup>th</sup> Floor  
New York, New York 10017  
Attn: Carol M. Joseph, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME <b>G&amp;I III MADISON LLC</b>						
	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS c/o DRA Advisors LLC, 220 East 42 <sup>nd</sup> Street			CITY New York	STATE NY	POSTAL CODE 10017	COUNTRY USA	
1d. TAX ID #, SSN OR EIN [REDACTED]		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Delaware			1g. ORGANIZATIONAL ID#, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (2a or 2b) – do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME						
	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY	
2d. TAX ID #, SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION			2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME <b>FEDERAL HOME LOAN MORTGAGE CORPORATION</b>					
	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 8200 Jones Branch Drive			CITY McLean	STATE VA	POSTAL CODE 22102	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

File with the Probate Office, County of Shelby, Alabama

FHLMC# 002701928

SECURED PARTY COPY – NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 7/29/98)

[REDACTED]

UCC FINANCING STATEMENT ADDENDUM  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT			
OR	G&I III MADISON LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only <u>one</u> debtor name (11a or 11b) – do not abbreviate or combine names:				
OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. TAX ID #, SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	

12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input checked="" type="checkbox"/> ASSIGNOR S/P'S NAME – insert only <u>one</u> name (12 or 12b)				
OR	12a. ORGANIZATION'S NAME			
	HSBC REALTY CREDIT CORPORATION (USA)			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	12c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
452 Fifth Avenue		New York	NY	10017 USA

13. This FINANCING STATEMENT covers <input type="checkbox"/> timber to be cut or <input type="checkbox"/> as extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.
14. Description of real estate: Madison at Shoal Run Apartments 850 Shoal Run Trail Birmingham, Alabama  County: Shelby

15. Name and address of RECORD OWNER of above-described real estate (if Debtor does not have a record interest):  G&I III MADISON LLC c/o DRA Advisors LLC 220 East 42 <sup>nd</sup> Street New York, New York 10017
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16. Additional collateral Description
17. Check <u>only</u> if applicable and check <u>only</u> one box.  Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate
18. Check <u>only</u> if applicable and check <u>only</u> one box.  <input type="checkbox"/> Debtor is a TRANSMITTING UTILITY <input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction – effective 30 years <input type="checkbox"/> Filed in connection with a Public-Finance Transaction – effective 30 years



FINANCING STATEMENT  
EXHIBIT B

(REVISION DATE 11-01-2000)

All of Debtor's present and future right, title and interest in and to all of the following:

- (1) All of the following which are used now or in the future in connection with the ownership, management or operation of the real property described in Exhibit A and/or the improvements on such real property (the "Property"): 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 (any of the foregoing that are so attached to the Property as to constitute fixtures under applicable law are referred to below as the "Fixtures");
- (2) 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 Property or are located on the Property, and any operating agreements relating to the Property, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property and all other intangible property and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property (the "Personalty");
- (3) 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 benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B;



- (5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- (6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- (7) 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 Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");
- (8) All earnings, royalties, accounts receivable (including accounts receivable for all rents, revenues and other income of the Property, including parking fees, charges for food, health care and other services), issues and profits from the Property, or any other item listed in this Exhibit B, and all undisbursed proceeds of the loan secured by the security interests to which this financing statement relates and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
- (9) All refunds (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which this financing statement relates was made) or rebates of (a) water and sewer charges, (b) premiums for fire and other hazard insurance, rent loss insurance and any other insurance required by Secured Party, (c) taxes, assessments, vault rentals, and (d) other charges or expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property, or otherwise to protect Secured Party's interests (collectively, the "Impositions") by any municipal, state or federal authority or insurance company;
- (10) All tenant security deposits which have not been forfeited by any tenant under any Lease;
- (11) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it; and
- (12) 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.



FHLMC# 002701928

**EXHIBIT A**

**Legal Description**

Lot 2, according to the Survey of Shoal Run, as recorded in Map Book 9, page 130, in the Probate Office of Shelby County, Alabama; together with rights in and to that certain ingress and egress easement dedicated by said map.

Said property is further described as follows:

The following is a legal description by metes and bounds of Lot 2 Shoal Run as recorded in Map Book 9 Page 130 in the Office of the Judge of Probate in Shelby County, Alabama; thence begin at the southeast corner of said Lot 2 and run in a westerly direction along the south line of said Lot for a distance 1333.86 feet; thence turn an angle to the right of 90 degrees 48 minutes 30 seconds and run in a northerly direction along the west line of said Lot 2 for a distance of 826.10 feet to a point on the southeasterly right of way line of Alabama Highway No. 119; thence turn an angle to the right of 22 degrees 30 minutes 50 seconds and run in a northeasterly direction along said highway right of way line for a distance of 289.49 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a southeasterly direction for a distance of 34.13 feet to the point of beginning of a curve to the right, said curve having a central angle of 21 degrees 56 minutes 00 seconds and a radius of 430.00 feet; thence run in a southeasterly direction along the arc of said curve for a distance of 164.61 feet to the point of tangent; thence run in a southeasterly direction along said tangent for a distance of 69.46 feet to the point of beginning of a curve to the left, said curve having a central angle of 16 degrees 20 minutes 00 seconds and a radius of 557.46 feet; thence run in a southeasterly direction along arc of said curve for a distance of 158.92 feet to the point of beginning of a curve to the left, having a central angle of 32 degrees 50 minutes 00 seconds and a radius of 319.72 feet; thence run in a southeasterly direction along arc of said curve for a distance of 182.19 feet to the point of tangent; thence run in a southeasterly direction along said tangent for a distance of 137.26 feet to the point of beginning of a curve to the right, said curve having a central angle of 39 degrees 51 minutes 00 seconds and a radius of 375.00 feet; thence run in a southeasterly direction along the arc of said curve for a distance of 260.82 feet to the point of tangent; thence run in a southeasterly direction along said tangent for a distance of 74.69 feet to the point of beginning of a curve to the right, said curve having a central angle of 02 degrees 39 minutes 20 seconds and a radius of 2157.20 feet; thence run in a southeasterly direction along arc of said curve for a distance of 99.98 feet to the point of tangent; thence run in a southeasterly direction along said tangent for a distance of 224.22 feet; thence turn an angle to the right of 52 degrees 15 minutes 30 seconds and run in a southerly direction for a distance 496.96 feet to the point of beginning.