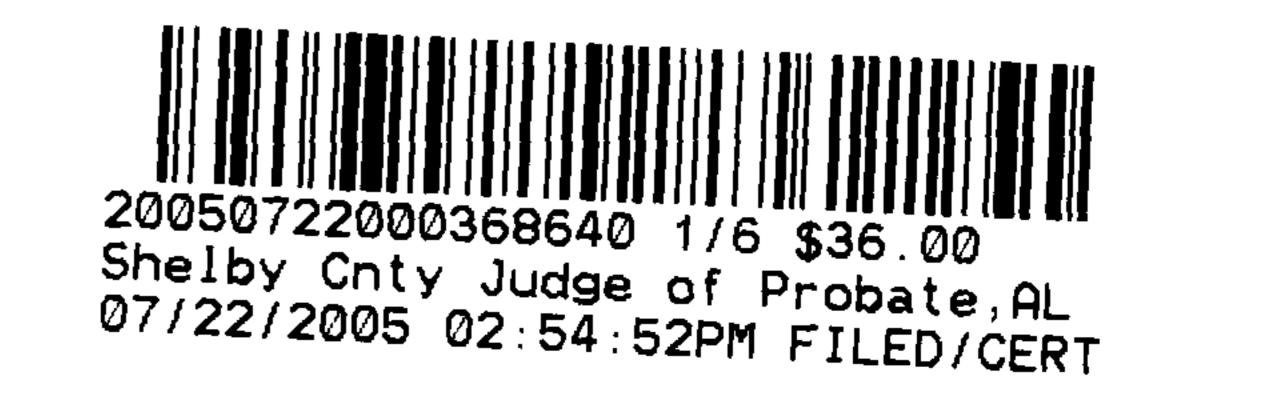
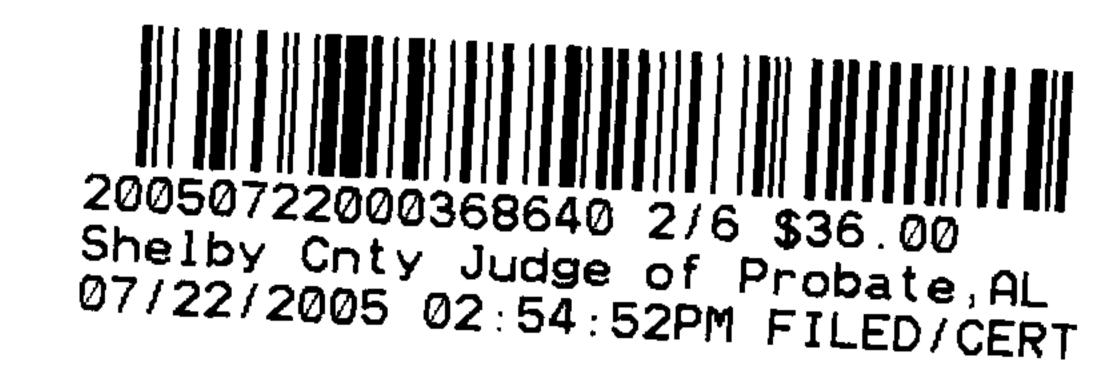
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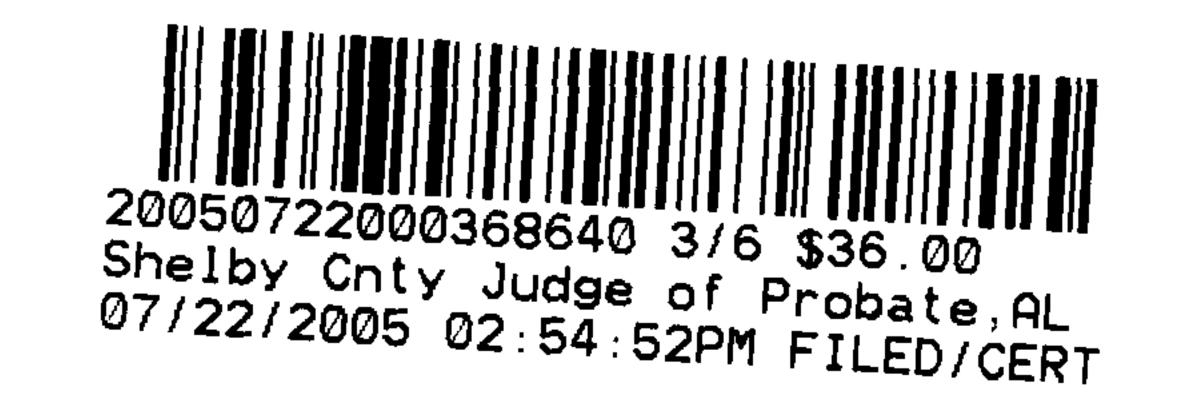
UCC FINANCING STATEMENT

A. NAME AND PHONE OF CONTACT AT FILER [6]								
B. SEND ACKNOWLEDGEMENT TO: (Name and A	Address)							
TT ~ '11 T	•							
Bernice H. Cilley, Es	-							
Troutman Sanders LLP								
Post Office Box 1122								
Richmond, Virginia	23219	THE AROVE SDAC	E IS EOR EII	LING OFFICE USE ON	JI V			
1. DEBTOR'S EXACT FULL LEGAL NAME	– insert only one debtor name (1a			JING OFFICE OSE OF				
1a. ORGANIZATION'S NAME								
OR LITTLE MOUNTAIN AF	PARTMENTS LLC		MIDDLE	NI A B # IC	SUFFIX			
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX					
1c. MAILING ADDRESS	<u>. </u>	CITY	STATE	COUNTRY				
c/o Gordon Matthews, 102 Las	Vegas Road	Orinda	CA	USA				
1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any					
DEBTOR	limited liability	Alabama			□ NONE			
	company	debter name (2e er 2h) de net abbreviete	a or combine	e namec	<u></u>			
2. ADDITIONAL DEBTOR'S EXACT FULL 2a. ORGANIZATION'S NAME	LEGAL NAME - insert only one	debior name (za or zb) – do nor abbreviate	COITIOIII	CHAITICS	· · · · · · · · · · · · · · · · · · ·			
OR DIDIVIDITALIS LAST NAME					OT INCIDE			
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX			
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY			
2d. SEE INSTRUCTIONS ADD'L INFO RE	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGA	2g. ORGANIZATIONAL ID#, if any				
ORGANIZATION		□ NONE						
3. SECURED PARTY'S NAME (or NAME of	TOTAL ASSIGNEE of ASSIGN	IOR S/P) – insert only one secured party na	me (3a or 3	b)				
3a. ORGANIZATION'S NAME								
OR FANNIE MAE		FIRST NAME MIDDLE NAME SUFFIX						
3b. INDIVIDUAL'S LAST NAME		LINDI MATAIL						
3c. MAILING ADDRESS		CITY	STATE POSTAL CODE		COUNTRY			
c/o GMAC Commercial Mortga	ge Corporation, 200	Horsham	PA	19044	USA			
Witmer Road, Post Office Box 8	809, Attn: Servicing -	-						
Executive Vice President								
4. This FINANCING STATEMENT covers the	following collateral:							
		• • • • • • • • • • • • • • • • • • • •	1		. 4			
Debtor's interest in all property located on or used or acquired in connection with the operation and maintenance of								
the real estate described in the attached Exhibit A, including, without limitation, the collateral described on								
Schedule A attached hereto and	made a part hereof.							
5. ALTERNATIVE DESIGNATION [if applicable]:	T ESSEE/I ESSOD T CONSIGNER	E/CONSIGNOD DAILEE/DAILOD DELLE	R/RITVED	AG LIEN T NON L	CC FILING			
		Check to REQUEST SEARCH REPORT(s) on Debt						
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								



UC	C FINANCING	STATEM	IENT ADDEN	DUM						
	OW INSTRUCTIONS (from			TEMENT						
9. INF	9a. ORGANIZATION'S									
		LITTLE MOUNTAIN APARTMENTS LLC								
OR	9b. INDIVIDUAL'S LAS		FIRST NAME		NAME, SUFFIX					
10. M	IISCELLANEOUS									
						THE ADOME (SDACE IS EQU	R FILING OFFICE US	E ONI V	
11	ADDITIONAL DEBTO	R'S EXACT FUI	LL LEGAL NAME – it	nsert only one de	btor name (11a or 1				CONLI	
11. 1	11a. ORGANIZATION'S									
OR	11b. INDIVIDUAL'S LA	STNAME			FIRST NAME		MIDDLE NAME		SUFFIX	
IIID. INDIVIDUAL'S L		ASINAME								
11c. l	MAILING ADDRESS				CITY		STATE	POSTAL CODE	COUNTRY	
11d. S	SEE INSTRUCTIONS	ADD'L INFO RI	E 11e. TYPE OF OR	GANIZATION	11f. JURISDICTION	OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any			
		ORGANIZATIO DEBTOR	N				□ NONE			
12.	☐ ADDITIONAL SECU		or ASSIGNOR S	/P'S NAME – i	nsert only one name	(12 or 12b)				
	12a. ORGANIZATION'	SNAME								
OR	12b. INDIVIDUAL'S LA	AST NAME			FIRST NAME		MIDDLE NAME		SUFFIX	
12c.	MAILING ADDRESS				CITY		STATE	POSTAL CODE	COUNTRY	
1 2 7	This FINANCING STAT	EMENIT covers	T timber to be cut or [7 as extracted	16. Additional coll	ateral Description		. <u> </u>		
	ateral, or is filed as a 🗷 f			as cauacicu						
14. 1	Description of real estate	•								
S	see Exhibit A atta	ached heret	o and made a pa	art hereof.						
			.							
		~~~	~ 1 1 1	1						
15. Name and address of RECORD OWNER of above-described real estate (if Debtor does not have a record interest):				17. Check only if a	pplicable and check only	one box.		<u> </u>		
			Debtor is a $\square$ Trust or $\square$ Trustee acting with respect to property held in trust or							
				Decedent's Estate						
					18. Check only if a	pplicable and check only	one box.			
					Debtor is a TRANSMITTING UTILITY					
				Filed in connection with a Manufactured-Home Transaction – effective 30 years						
				Filed in connection with a Public-Finance Transaction – effective 30 years						
			<u></u>						<u></u>	

## SCHEDULE A



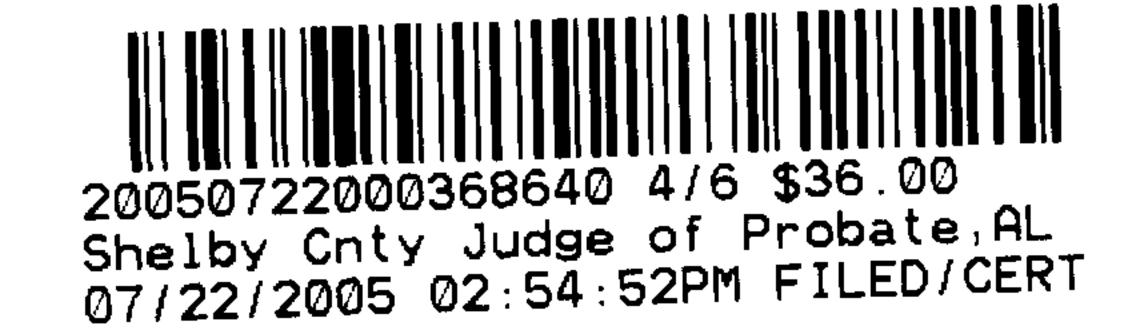
DEBTOR: LITTLE MOUNTAIN APARTMENTS LLC

SECURED PARTY: FANNIE MAE

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 disposals, 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 equipment, inventory, general intangibles 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, including furniture, furnishings, 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 benefiting 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");
- 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

Schedule A to UCC Form 4555 11/01 Page 1



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 subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract), 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 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
- 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.

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## EXHIBIT "A"

Part of the Northwest quarter of the Northwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From an existing open top iron pin, being the Southeast corner of the Northwest quarter of the Northwest quarter of Section 31, Township 19 South, Range 2 West, run in a Northerly direction along the East line of said quarter-quarter section for a distance of 207.59 feet to an existing iron rebar being the point of beginning; thence turn an angle to the left of 86 degrees 42 minutes 13 seconds and run in a Northwesterly direction for a distance of 209.28 feet; thence turn an angle to the right of 92 degrees 20 minutes 15 seconds and run in a Northerly direction for a distance of 21.0 feet to an existing iron rebar; thence turn an angle to the left of 97 degrees 02 minutes 36 seconds and run in a Westerly direction for a distance of 231.61 feet; thence turn an angle to the left of 76 degrees 15 minutes 40 seconds and run in a Southwesterly direction for a distance of 72.22 feet; thene turn an angle to the right of 10 degrees 48 minutes 49 seconds and run in a Southwesterly direction for a distance of 37.95 feet; thence turn an angle to the right of 19 degrees 34 minutes 50 seconds and run in a Southwesterly direction for a distance of 34.92 feet; thence turn an angle to the right of 27 degrees 45 minutes 15 seconds and run in a Southwesterly direction for a distance of 48.83 feet; thence turn an angle to the right of 24 degrees 01 minutes 57 seconds and run in a Westerly direction for a distance of 224.32 feet to an existing iron rebar being on the East right of way line of Little Mountain Circle; thence turn an angle to the right of 105 degrees 42 minutes 34 seconds and run in a Northeasterly direction along the East right of way of said Little Mountain Circle for a distance of 75.32 feet to the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a deflection angle of 3 degrees 45 minutes 30 seconds and a radius of 1497.29 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve and along the Southeast right of way line of Little Mountain Circle for a distance of 196.43 feet to the point of ending of said curve; thence continue in a Northeasterly diection along the line tangent to the end of said curve and along the Southeast right of way line of Little Mountain Circle for a distance of 231.06 feet to the point of beginning of a new curve, said new curve being concave in a Southeasterly direction and having a deflection angle of 29 degrees 36 minutes 30 seconds and a radius of 106.91 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve and along the Southeast right of way line of Little Mountain Circle for a distance of 110.49 feet; thence run in a Northeasterly direction along line tangent to the end of said curve and along the South right of way line of Little Mountain Circle for a distance of 67.50 feet to the point of beginning of another curve, said latest curve being concave in a Southerly direction and a deflection angle of 2 degrees 47 minutes 30 seconds and a radius of 1000.32 feet; thence turn an angle to the right and run in an Easterly direction along the arc of said curve and along the Southerly right of way line of Little Mountain Circle for a distance of 97.48 feet to the point of ending of said curve; thence run in an Easterly direction along line tangent to the end of said curve and along the Southerly right of way line of Little Mountain Circle for a distance of 94.94 feet to the point of beginning of another curve, said newest curve being concave in a Southwesterly direction and having a deflection angle of 17 degrees 58 minutes 14.5 seconds and a radius of 128.59 feet; thence turn an angle to the right and run in an Easterly and Southeasterly directions along the Southerly right of way line of Little Mountain Circle and along the arc of

said curve for a distance of 80.67 feet to the point of ending of said curve; thence run in a Southeasterly direction along the Southwest right of way line of Little Mountain Circle and along line tangent to the end of said curve for a distance of 137.70 feet to the point of beginning of another curve, said curve being concave in a Northeasterly direction and having a central angle of 60 degrees and a radius of 50.0 feet; thence turn an angle to the right, (60 degrees 26 minutes 19 seconds to the tangent of said curve) and run in a Southerly and Southeasterly directions along the arc of said curve for a distance of 52.36 feet to the point of ending of said curve; thence turn an angle to the right (51 degrees 05 minutes from the tangent of last mentioned curve) and run in a Southerly direction along the East line of said quarter-quarter section for a distance of 248.68 feet, more or less, to the point of beginning.

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