

20051212000641070 1/6 \$39.00
Shelby Cnty Judge of Probate, AL
12/12/2005 12:45:16PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Vanessa G. Morris, Esq. 404.233.7000
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Vanessa G. Morris, Esq. Morris, Manning & Martin, LLP 1600 Atlanta Financial Center 3343 Peachtree Road, N.E. Atlanta, Georgia 30326

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

1a. ORGANIZATION'S NAME Inverness Cliffs Apartments, LLC				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1103 R. Arrington, Jr. Blvd. South		CITY Birmingham	STATE AL	POSTAL CODE 35205
1d. TAX ID #: SSN OR EIN		1e. TYPE OF ORGANIZATION limited liability	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any <input 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

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN		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)

3a. ORGANIZATION'S NAME Federal Home Loan Mortgage Corporation				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 8200 Jones Branch Drive		CITY McLean	STATE VA	POSTAL CODE 22102

4. This FINANCING STATEMENT covers the following collateral:

All property of debtor described on Exhibit B attached hereto and located on, in or used in connection with the real property described on Exhibit A attached hereto and all improvements and fixtures thereon.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA C/M # 5164.52868; to be filed in the real estate records of Shelby County, Alabama. FHLMC Loan No. 002722496.						



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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME Inverness Cliffs Apartments, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one 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. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME Primary Capital Advisors LC				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS 2060 Mount Paran Road, Suite 101		CITY Atlanta	STATE GA	POSTAL CODE 30327	COUNTRY USA

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibit A attached hereto and incorporated herein.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable 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

Exhibit A

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Legal Description

Part of the Southwest quarter and the Southwest quarter of the Northeast quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the Northeast corner of the Northeast quarter of the Southwest quarter of said Section 1 and run South 00° 00' 00" East along the East line of same 468.32 feet to a point on the Northwesternly line of Lot 100, Meadow Brook Highlands, as recorded in Map Book 14, page 21 in the Probate Office of Shelby County, Alabama; thence run South 37° 57' 16" West along said Northwesternly line of Meadow Brook Highlands 1046.79 feet to a point on the Northerly line of Lot 93B, of the Amended Map of Resurvey of Lots 93 and 93A, Meadow Brook, 18th Sector, Phase 1 and Acreage, as recorded in Map Book 14, page 48 in the Probate Office of Shelby County, Alabama; thence run North 87° 47' 51" West along said North line of Lot 93B and Meadow Brook, 18th Sector, Phase 1, as recorded in Map Book 10, page 26 in the Probate Office of Shelby County, Alabama 426.59 feet to the common corner of Lots 90 and 91 of said subdivision; thence run South 46° 07' 59" West along the Northwesternly line of said subdivision 355.22 feet to an angle point of Lot 88; thence run South 00° 01' 07" East along the Westerly line of said Lot 88 a distance of 198.72 feet to the Northeasterly corner of an acreage tract owned by the State of Alabama, recorded in Instrument Number 20000000184500000 in the Probate Office of Shelby County, Alabama; thence run South 42° 19' 38" West along the Northwesternly line of said acreage tract 566.22 feet to an angle point of same; thence run North 46° 28' 51" West along the Northerly line of said tract 120.00 feet to an angle point of Lot 41, of Barkley Square Subdivision, as recorded in Map Book 27, page 32 in the Probate Office of Shelby County, Alabama; thence the following courses along the Northeasterly line of said subdivision, North 40° 41' 28" West 94.56 feet; thence North 55° 09' 22" West, 312.38 feet; thence North 33° 22' 30" West, 269.22 feet to an angle point of Lot 62 of said subdivision; thence North 55° 10' 35" West along the Northeasterly line of Lot 62 and the extension thereof 96.44 feet to a point on the Southeasterly right of way of Valley Dale Road (Shelby County Highway No. 17); thence North 38° 13' 02" East along said right of way 52.94 feet to the Point of Curve of a curve to the right, having a radius of 2099.63 feet and a central angle of 11° 53' 29"; thence run North 44° 09' 46" East along the chord of said curve 434.98 feet to the Point of Tangent; thence run North 50° 06' 31" East along said right of way 97.64 feet to a Point on a curve to the left having a radius of 2904.82 feet and a central angle of 14° 09' 08"; thence run North 43° 01' 57" East along the chord of said curve 715.67 feet to the Point of Tangent; thence run North 35° 57' 23" East continuing along said right of way 1323.09 feet to the Southwesterly corner of the Inverness Elementary School property; thence run South 54° 02' 37" East along the Southwesterly line of said school property 700.42 feet to the Southeasterly corner of same; thence North 26° 51' 37" East along the Southeasterly line of said school property 101.23 feet to the Southwesterly corner of Parcel 2 of a survey by Rowland Jackins, dated September 26, 2003; thence run South 54° 34' 09" East along the Southwesterly line of said Parcel 2 a distance of 290.02 feet to a point on the South line of the Southwest quarter of the Northeast quarter of Section 1, Township 19 South, Range 2 West; thence run North 87° 53' 30" West along said South line of quarter-quarter section 185.40 feet to the point of beginning.

Financing Statement
Exhibit B
(Revision Date 5-20-2003)

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;
- (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; and

(13) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements (collectively, "Cap Agreements") obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the "Loan Documents" (as defined in that certain Multifamily Mortgage, Assignment of Rents and Security Instrument in favor of Secured Party and encumbering the real property described in Exhibit A) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents; together with:

(i) any and all moneys (collectively, "Cap Payments") payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty (a "Cap Provider");

(ii) all rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, now existing or hereafter arising;

(iii) all rights, liens and security interests or guarantees now existing or hereafter granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment;

(iv) all documents, writings, books, files, records and other documents arising from or relating to any of the foregoing, whether now existing or hereafter created; and

(v) all cash and non-cash proceeds and products of any of the foregoing.