



20070807000368750 1/6 \$36.00
Shelby Cnty Judge of Probate, AL
08/07/2007 03:08:19PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ms. Debra Lewis
Balch & Bingham LLP
P. O. Box 306
Birmingham, AL 35201

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						
TL Birmingham, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
1200 Greensboro Avenue			Tuscaloosa	AL	35401	USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
		limited liability company	Alabama	<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

2a. ORGANIZATION'S NAME						
OR	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)

3a. ORGANIZATION'S NAME						
Regions Bank, as Trustee						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
417 20th Street North, Suite 1420 Attn: Corporate Trust Dept.			Birmingham	AL	35203	USA

4. This FINANCING STATEMENT covers the following collateral:

See "Schedule A" Collateral Description attached hereto and made a part hereof.

See "Exhibit A" Legal Description 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. <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]		All Debtors			
8. OPTIONAL FILER REFERENCE DATA		Debtor 1		Debtor 2		

Judge of Probate of Shelby County, Alabama (To replace lapsed filing - Inst. #2000-07425)



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UCC FINANCING STATEMENT ADDENDUM

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

9a. ORGANIZATION'S NAME	TL Birmingham, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

This financing statement is filed as additional security for the mortgage recorded on March 8, 2000 as Instrument # 2000-07424.

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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

11a. ORGANIZATION'S NAME				
OR	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)

12a. ORGANIZATION'S NAME	Fannie Mae			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o ARCS Commercial Mortgage Co., 26901 Agoura Rd. Ste. 200	Calabasas Hills	CA	91301	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 made a part hereof.

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

SCHEDULE "A"
COLLATERAL DESCRIPTIONS FOR
UCC-1 STATEMENTS

LOAN# 400218

All of the Debtor's right, title and interest in the following (collectively, the "Mortgaged Property"):

All equipment, machinery, fixtures, goods, accounts, general intangibles, documents, instruments and chattel paper, and all other personal property of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement pertaining to, the real property or interests therein, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Property"), including without limitation:

(a) All buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Real Property, including any future replacements and additions (all of such improvements being referred to hereinafter as the "Improvements");

(b) All fixtures now or hereafter affixed to the Real Property, 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 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 (all of such fixtures being referred to hereinafter as the "Fixtures");

(c) 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 Real Property or the Improvements or are located on the Real Property or in the Improvements, and any operating agreements relating to the Real Property or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Real Property or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Real Property or the Improvements, including all governmental permits relating to any activities on the Real Property (all of such personalty being referred to hereinafter as the "Personalty");



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(d) 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 Real Property, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Real Property 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;

(e) All proceeds paid or to be paid by any insurer of the Real Property, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement;

(f) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Real Property, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Real Property, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(g) All management or similar agreements and all contracts, options and other agreements for the sale of the Real Property, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(h) All rents (whether from residential or non-residential space), revenues and other income of the Real Property or the Improvements, including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due, or to become due, and deposits forfeited by tenants (all of such rents being referred to hereinafter as the "Rents");

(i) 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 Mortgaged Property, or any portion of the Mortgaged Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (all of such leases being referred to hereinafter as the "Leases");

(j) All earnings, royalties, accounts receivable, issues and profits from the Real Property, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(k) All deposits made to Secured Party to pay (1) any water and sewer charges, if not paid, may result in a lien on all or any part of the Mortgaged Property, (2) premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Secured Party 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 Real Property or the Improvements, and (4) amounts, for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Mortgaged Property, to prevent the imposition of liens on the Mortgaged Property, or otherwise to protect Secured Party's interests, all as reasonably estimated from time to time by Secured Party;

(l) 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 this Instrument is dated);

(m) All tenant security deposits which have not been forfeited by any tenant under any Lease;

(n) All names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property; and

(o) 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 Real Property and Improvements are commonly known as

Turtle Lake Apartments
Located at Birmingham, Shelby County, Alabama

HARTFORD 39222.01

Exhibit A

A Tract of Land in the SW 1/4 of the NE 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, Being more particularly described as follows:

Begin at the NE corner of said SW 1/4 of the NE 1/4; Thence run South 88 Degrees 52'53" West along the North line of said 1/4 - 1/4 Section for a distance of 661.23 feet; Thence run South 00 Degrees 04'49" East for a distance of 330.66 feet; Thence run South 88 Degrees 50'42" West for a distance of 258.06 feet to a Point on the Westerly right of way line of U.S. Highway #280; thence run South 06 Degrees 56'05" East along said right of way for a distance of 60.32 feet; thence leaving said right of way run North 88 degrees 57'56" East for a distance of 286.78 feet; to the Point of Beginning of a curve to the right having a central angle of 90 degrees 34'50" and a radius of 189.89 feet and a chord bearing of South 45 degrees 44'09" East, thence run along the arc of said curve for a distance of 300.18 feet; thence run South 00 degrees 46'20" East for a distance of 148.50 feet, thence run North 89 Degrees 27'15" East for a distance of 254.15 feet; thence run South 00 Degrees 00'03" East for a distance of 218.26 feet; thence run South 89 degrees 58'59" East for a distance of 176.0 feet to a point on the East line of said 1/4 - 1/4 Section thence run North 00 degrees 00'00" East along said East line for a Distance of 956.0 feet to the Point of Beginning., being situated in Shelby County, Alabama.