

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



20111202000364930 1/7 \$39.00  
Shelby Cnty Judge of Probate, AL  
12/02/2011 03:01:04 PM FILED/CERT

A. NAME AND PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
Edwin C. Cox, Esquire Troutman Sanders LLP Post Office Box 1122 Richmond, Virginia 23218

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only <u>one</u> debtor name (1a or 1b) – do not abbreviate or combine names				
OR	1a. ORGANIZATION'S NAME <b>SIGNATURE WOOD SPRINGS, LLC</b>			
	1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS c/o SIMA Corporation, Hawley Building, 1231 – B State Street		CITY Santa Barbara	STATE CA	POSTAL CODE 93101
1d. <u>SEE INSTRUCTIONS</u>		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Delaware
			1g. ORGANIZATIONAL ID#, if any 3447114	<input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only <u>one</u> debtor name (2a or 2b) – do not abbreviate or combine names				
OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. <u>SEE INSTRUCTIONS</u>		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 <u>one</u> secured party name (3a or 3b)				
OR	3a. ORGANIZATION'S NAME <b>FANNIE MAE</b>			
	3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS c/o Walker & Dunlop, LLC, 7501 Wisconsin Avenue, Suite 1200E		CITY Bethesda	STATE MD	POSTAL CODE 20814-6531

4. This FINANCING STATEMENT covers the following collateral:

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]: <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	

Wood Springs Apartments (Local)

## 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		
	<b>SIGNATURE WOOD SPRINGS, LLC</b>		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

### 10. MISCELLANEOUS



20111202000364930 2/7 \$39.00  
Shelby Cnty Judge of Probate, AL  
12/02/2011 03:01:04 PM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

### 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one 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. <u>SEE INSTRUCTIONS</u>	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 (12 or 12b)

OR	12a. ORGANIZATION'S NAME			
	<b>WALKER &amp; DUNLOP, LLC</b>			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
7501 Wisconsin Avenue, Suite 1200E	Bethesda	MD	20814-6531	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 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**

20111202000364930 3/7 \$39.00  
Shelby Cnty Judge of Probate, AL  
12/02/2011 03:01:04 PM FILED/CERT

DEBTOR: **SIGNATURE WOOD SPRINGS, LLC**  
C/O SIMA CORPORATION  
HAWLEY BUILDING  
1231 – B STATE STREET  
SANTA BARBARA, CALIFORNIA 93101

SECURED PARTY: **WALKER & DUNLOP, LLC**  
7501 WISCONSIN AVENUE, SUITE 1200E  
BETHESDA, MARYLAND 20814-6531

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 **“Property”**), including any future replacements, facilities, and additions and other construction on the Property (the **“Improvements”**);

**2. Goods.**

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and 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; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the **“Goods”**);

**3. Fixtures.**

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the **“Fixtures”**) under the laws of the jurisdiction in which the Property is located (the **“Property Jurisdiction”**);

**4. Personalty.**

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit



20111202000364930 4/7 \$39.00  
Shelby Cnty Judge of Probate, AL  
12/02/2011 03:01:04 PM FILED/CERT

rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Property or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or the Improvements, including all governmental permits relating to any activities on the Property (the **"Personalty"**);

**5. 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 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 (the **"Other Rights"**);

**6. Insurance Proceeds.**

All insurance policies relating to the Property or the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirements (the **"Insurance Proceeds"**);

**7. Awards.**

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property or the Collateral Property, whether direct or indirect (a **"Condemnation Action"**), (b) any damage to the Property or the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the **"Awards"**);

**8. Contracts.**

All contracts, options, and other agreements for the sale of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the **"Contracts"**);

**9. Rents.**

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Property or the Collateral Property, whether now due, past due, or to become due, and tenant security deposits (the **"Rents"**);



20111202000364930 5/7 \$39.00  
Shelby Cnty Judge of Probate, AL  
12/02/2011 03:01:04 PM FILED/CERT

**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 Property or the Collateral Property, or any portion of the Property or the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the “**Leases**”) and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

**11. Other.**

All earnings, royalties, accounts receivable, issues, and profits from the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the “**Security Instrument**”) and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

**12. Imposition Deposits.**

Deposits held by the Secured Party (the “**Imposition Deposits**”) to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including 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 Property, the Collateral Property or the Improvements or any taxes upon any of the documents evidencing or security the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or the Collateral Property, to prevent the imposition of liens on the Property or the Collateral Property, or otherwise to protect Secured Party’s interests, all as reasonably determined from time to time by Secured Party (the “**Impositions**”);

**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;

**15. Names.**

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

**16. Collateral Accounts and Collateral Account Funds.**

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

**17. Other Proceeds.**

Any and all products, and all cash and non-cash 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**"); and

**18. Mineral Rights.**

All of Borrower's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "**UCC**"), shall have the meanings assigned to them by the UCC.

**[Remainder of Page Intentionally Blank]**

## EXHIBIT A

### Wood Springs

20111202000364930 7/7 \$39.00  
Shelby Cnty Judge of Probate, AL  
12/02/2011 03:01:04 PM FILED/CERT

Lot 1-B, according to the Final Plat, Cahaba River Park First Addition-Phase II, as recorded in Map Book 32, Page 77, in the Probate Office of Shelby County, Alabama.

Formerly Known As: A part of Lot 1-A Cahaba River Park First Addition as recorded in Map Book 8, Page 62 in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Begin at a found 3 inch capped pipe at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 35, Township 18 South, Range 2 West and run South 0 degrees 00 minutes 00 seconds East (assumed) along the West line of said Quarter-Quarter section a distance of 285.00 feet to a set W.S. capped iron; thence North 90 degrees 00 minutes 00 seconds East a distance of 240.00 feet to a set W.S. capped iron; thence South 39 degrees 30 minutes 23 seconds East a distance of 508.99 feet to a found rebar; being the P.C. (Point of Curve) of a curve to the left having a radius of 377.38 feet, a central angle of 39 degrees 05 minutes 50 seconds and an arc length of 257.51 feet; thence South 59 degrees 03 minutes 18 seconds East a chord distance of 252.55 feet to a found rebar on a curve to the left having a radius of 75.00 feet, a central angle of 151 degrees 28 minutes 09 seconds and an arc length of 198.27 feet; thence South 89 degrees 47 minutes 47 seconds East a chord distance of 145.38 feet to a found rebar; thence North 81 degrees 27 minutes 42 seconds East a distance of 185.70 feet to a found rebar, being the P.C. (Point of Curve) of a curve to the right having a radius of 197.54 feet, a central angle of 37 degrees 15 minutes and an arc length of 128.43 feet; thence South 79 degrees 54 minutes 48 seconds East a chord distance of 126.18 feet to a found rebar, being the P.T. (Point of Tangent) of said curve; thence South 61 degrees 17 minutes 08 seconds East a distance of 14.61 feet to a found rebar on the Northwesterly right of way line of Riverview Road (right of way varies), said point being on a curve to the left having a radius of 3779.83 feet, a central angle of 4 degrees 10 minutes 10 seconds and an arc length of 275.06 feet; thence North 26 degrees 58 minutes 33 seconds East a chord distance of 275.00 feet to a set W.S. capped iron, being the P.T. (Point of Tangent) of said curve; thence North 24 degrees 53 minutes 28 seconds East along said right of way line a distance of 13.75 feet to a set W.S. capped iron, being the P.C. (Point of Curve) of a curve to the right having a radius of 613.69 feet, a central angle of 17 degrees 26 minutes 30 seconds and an arc length of 186.92 feet; thence North 33 degrees 36 minutes 43 seconds East a chord distance of 186.10 feet to a set W.S. capped iron, being the P.T. (Point of Tangent) of said curve; thence North 42 degrees 19 minutes 58 seconds East along said right of way line a distance of 157.71 feet to a set W.S. capped iron, being the P.C. (Point of Curve) of a curve to the right having a radius of 613.69 feet, a central angle of 18 degrees 32 minutes 30 seconds and an arc length of 198.60 feet; thence North 51 degrees 36 minutes 13 seconds East a chord distance of 197.73 feet to a set W.S. capped iron, being the P.T. (Point of Tangent) of said curve; thence North 60 degrees 52 minutes 28 seconds East along said right of way line a distance of 45.36 feet to a set spike, being the point of intersection of said right of way line with the Southwesterly right of way line of Old U.S. Highway No. 280; thence North 45 degrees 47 minutes 04 seconds West along the Southwesterly right of way line of Old U.S. Highway No. 280 for a distance of 126.72 feet to a set spike on the North line of the Northeast Quarter of the Northeast Quarter of said Section 35; thence North 88 degrees 23 minutes 53 seconds West along said Quarter-Quarter section line and along the North line of the Northwest Quarter of the Northeast Quarter of said Section 35 for a distance of 1690.60 feet to the point of beginning. Less and except any portion of said parcel which lies within the present right of way of Old U.S. Highway 280 (Cahaba River Road).