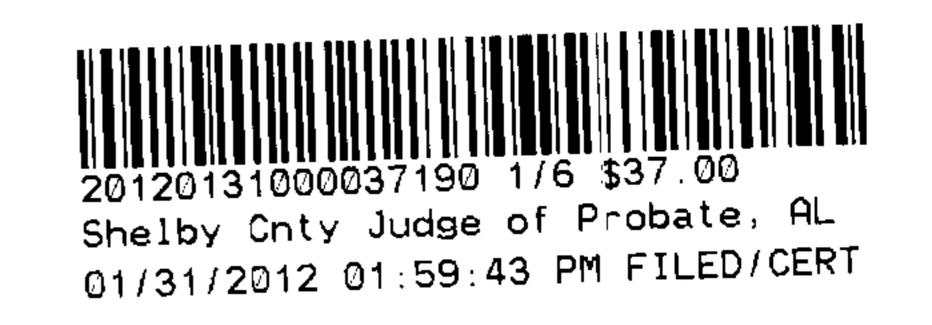
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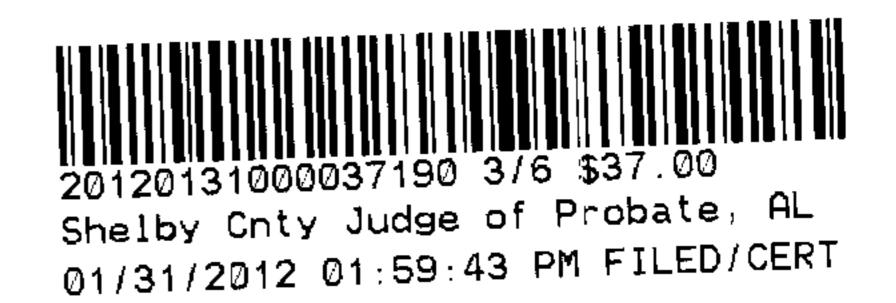


		G STATEM! S (front and back)						
		CONTACT AT FILER						
B. SEI	ND ACKNOWLEDGE	MENT TO: (Name and	d Address)					
			rhis, Esquire					
		an Sanders L						
		fice Box 112						
	Richmo	nd, Virginia	23218					
					THE ABOVE SPACE	IS FOR FILING	OFFICE USE ON	NLY
1. DE	BTOR'S EXACT F		– insert only one debtor name (1	a or 1b) – do no	abbreviate or combine names			· · · · · · · · · · · · · · · · · ·
			NCASTER PLACE	ELP				
OR	1b. INDIVIDUAL'S			FIRST	NAME	MIDDLE NAME	<u>.</u>	SUFFIX
1c MA	ILING ADDRESS		<u> </u>	CITY		STATE	POSTAL CODE	COUNTRY
		Residential. 8	325 Parkway Street,	Jupi	ter	FL	33477	USA
Suit								
	1d. SEE INSTRUCTIONS   ADD'L INFO RE   1e. TYPE OF ORGANIZATION   ORGANIZATION   DEBTOR   limited partnership		1 _	1f. JURISDICTION OF ORGANIZATION  Delaware		1g. ORGANIZATIONAL ID#, if any		
2. AC	DITIONAL DEBTO		LEGAL NAME – insert only <u>one</u> d			names		
	2a, ORGANIZATIO	N'S NAME						
OR	2b. INDIVIDUAL'S	LAST NAME		FIRST	FIRST NAME		MIDDLE NAME	
2c. MA	ILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
2d. <u>SE</u>	E INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JUR	SDICTION OF ORGANIZATION	2g. ORGANIZA	TIONAL ID#, if any	NONE
3. <b>S</b> E			TOTAL ASSIGNEE of ASSIGNOR S	/P) – insert only o	ne secured party name (3a or 3b)	· · · · · · · · · · · · · · · · · · ·		······································
~ ~	FEDERAL HOME LOAN MORTGAGE CORPORATION							
OR	3b. INDIVIDUAL'S LAST NAME		· · · · · · · · · · · · · · · · · · ·	FIRST NAME		MIDDLE NAME		
3c. MA	ILING ADDRESS		······································	CITY	CITY		STATE POSTAL CODE	
	0 Jones Bra	nch Drive			McLean		22102	COUNTRY
4. Thi	s FINANCING STA	ATEMENT covers to	ne following collateral:					
Dal	. 4	.4 i11		1	:1 :	'a1 a1	, ·	
			erty located on or use	-		-		
			te described in the at			without iin	manon, the	
COII	aterar descri	ioed on <u>Exili</u>	bit B attached hereto	anu mau	e a part nereor.			
Free	ddie Mac Lo	oan No. 7082	271448					
5 AL 7	EDMATIVE DESIGNA	ATION (if applicable)	LESSEE/LESSOR CONSI	CNEE/CONCION		(	10 1151	
				<del></del>			AG. LIEN L. NON	-UCC FILING
6. ———	the REAL ESTA	TE RECORDS. Attach	e filed [for record] (or recorded) in n Addendum [if applicable]	ADDITIONA	UEST SEARCH REPORT(s) on Del - FEE] [optional]	All D	ebtors Debtor 1	Debtor 2
8. OPT	IONAL FILER REFER	RENCE DATA						· · · · · · · · · · · · · · · · · · ·
Ken	sington Man	or Apartment	s (Local)					
					International Asso	ciation of Com	nercial Administr	ators (IACA)

DLL	C FINANCING STATE OW INSTRUCTIONS (front and back ME OF FIRST DEBTOR (1a OR 1b) 9a. ORGANIZATION'S NAME	NG STATEMENT	20120131000037190 Shelby Cnty Judge 01/31/2012 01:59:4	
₹	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX	
). N	ISCELLANEOUS			

20120131000037190 376 737 03
201201310000037190 2/6 \$37.00 Shelby Cnty Judge of Probate, AL 01/31/2012 01:59:43 PM FILED/CERT

				THE ABOVE SPAC	E IS FOR FIL	ING OFFICE USE ON	LY
11. ADDITIONAL DEBTOR'	S EXACT FULL LEG	AL NAME – insert only one debtor	r name (11a or 11b) – do	not abbreviate or comb	ine names:		
11a. ORGANIZATION'S							
OR 11b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX
11c. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION ORGANIZATION DEBTOR		11f. JURISDICTION (	OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if an		NONE	
12. ADDITIONAL SECU	RED PARTY'S or	ASSIGNOR S/P'S NAME - ins	ert only <u>one</u> name (12 or	12b)			
12a. ORGANIZATION'S	NAME						
OR	GRANDBRIDGE REAL ESTATE CAPITA  12b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX
12c. MAILING ADDRESS		· · · · · · · · · · · · · · · · · · ·	CITY	<u></u>	STATE	POSTAL CODE	COUNTRY
227 West Trade St	treet		Charlotte		NC	28202	USA
is filed as a Extra filing.  14. Description of real estate:  See Exhibit A attachereof.  15. Name and address of RECO not have a record interest):		nd made a part	Debtor is a   Trust of Estate  18. Check only if a	applicable and chec	n respect to pro k <u>only</u> one bo		

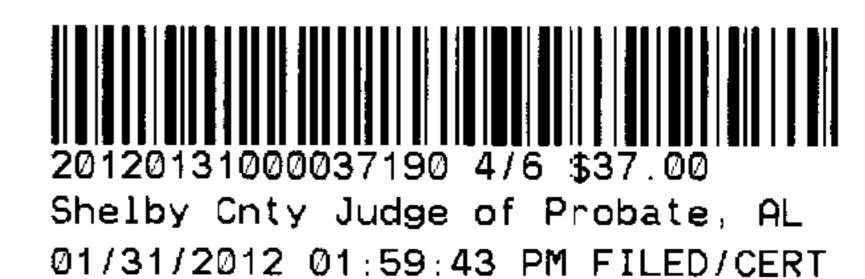


## **EXHIBIT A**

## Legal Description

A parcel of land situated in the Southeast one-quarter of Section 34, Township 21 South, Range 2 West Shelby County, Alabama, said parcel being all of Lot 1 according to the Map of Kensington Apartments as recorded in Map Book 37, Page 148 in the Office of the Judge of Probate Shelby County, Alabama.

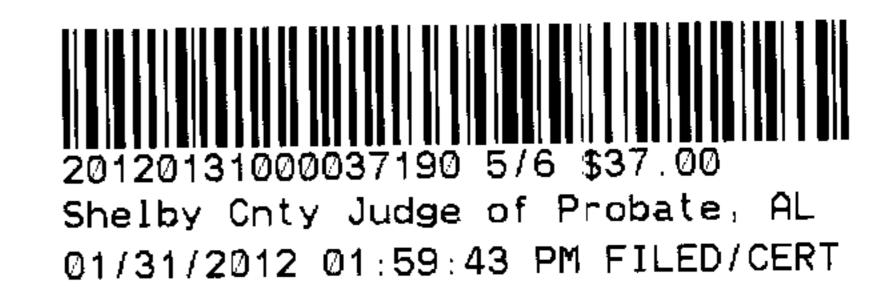
## FINANCING STATEMENT EXHIBIT B (CME AND PORTFOLIO)



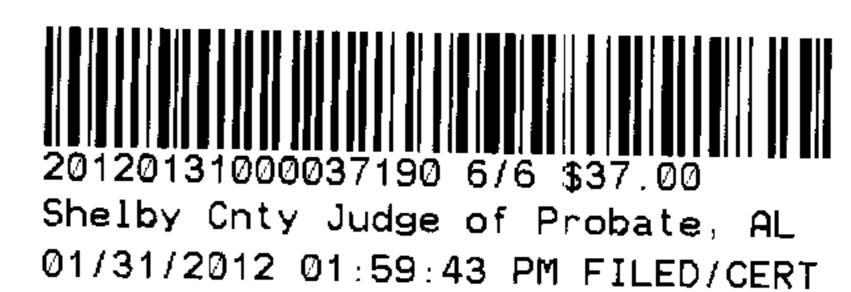
(Revised 9-1-2011)

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

- All property owned by Debtor which is so attached to the real property described in (1) Exhibit A and/or the improvements on such real property (collectively, "Property") 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 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 (collectively, "Fixtures").
- (2) All of the following (collectively, "Personalty"):
  - (i) Accounts (including deposit accounts) of Debtor related to the Property.
  - (ii) Equipment and inventory owned by Debtor, 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, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form), and computer equipment (hardware and software).
  - (iii) Other tangible personal property owned by Debtor which is used now or in the future in connection with the ownership, management or operation of the Property or is located on the Property, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
  - (iv) Operating agreements relating to the Property.
  - (v) Surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property
  - (vi) Other intangible property, general intangibles 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 and including subsidy or similar payments received from any sources, including a governmental authority.
  - (vii) Any rights of Debtor in or under any letters of credit.
- 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 part of the Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement.
- 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 part of the Property, 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 part of the Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof.
- All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other part of the Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
- All rents (whether from residential or non-residential space), revenues and other income of the Property, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due, or to become due, and deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due, or to become due ("Rents").
- (8) 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 ("Leases").
- (9) All earnings, royalties, accounts receivable, issues and profits from any part of the Property, and all undisbursed proceeds of the loan ("Loan") to which this financing statement relates.
- All amounts deposited by the Debtor in connection with the Loan for (a) hazard insurance premiums or other insurance premiums required by Secured Party, (b) taxes or payments in lieu of taxes, (c) water and sewer charges that could become a lien on the Property, (d) ground rents, and (e) assessments or other charges that could become a lien on the Property (collectively, "Imposition Deposits").
- All refunds or rebates of Imposition Deposits 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 financing statement is recorded).
- All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.
- 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 (subject to the terms of the Multifamily Loan and Security Agreement (the "Loan Agreement").



- All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements, if any (collectively, "Cap Agreements"), obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the Loan Documents (as defined in the Loan Agreement) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents, together with all of the following:
  - 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 ("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.
  - (v) All cash and non-cash proceeds and products of any of the foregoing.
- 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.
- (16) RESERVED
- (17) All other assets of Debtor, whether now owned or hereafter acquired.