

20130819000336620 1/5 \$37.00  
Shelby Cnty Judge of Probate, AL  
08/19/2013 09:12:26 AM FILED/CERT

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Jennifer Bojorquez, Esquire  
Troutman Sanders LLP  
Post Office Box 1122  
Richmond, Virginia 23218-1122

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

20081215000465890

1b. This FINANCING STATEMENT  
☒ AMENDMENT is to be filed [for record] (or  
recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of Assignee in Item 7a or 7b and address of assignee in item 7c; also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c  
☐ DELETE name: Give record name to be deleted in item 6a or 6b  
☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME

**MADISON AT SHOAL RUN, LLC**

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID#, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned

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 Exhibit B attached hereto and made a part hereof.

Freddie Mac Loan No. 504137611

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

**FEDERAL HOME LOAN MORTGAGE CORPORATION**

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

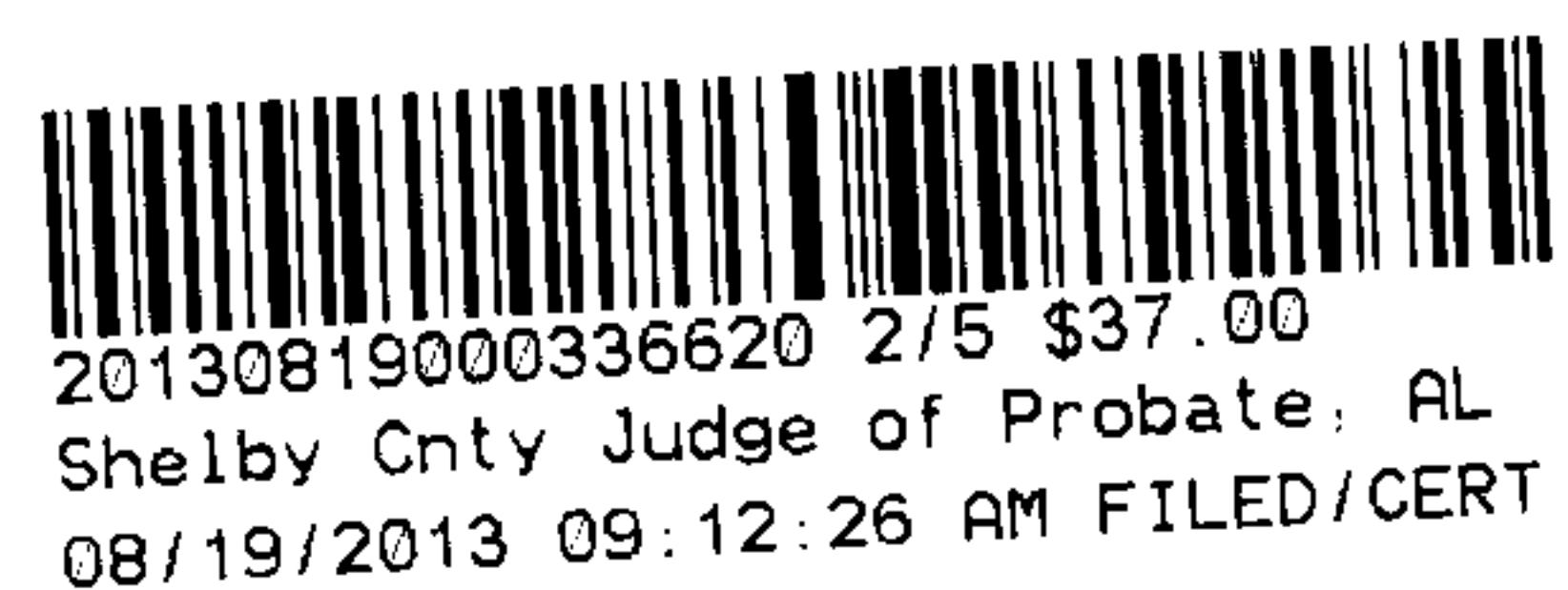
Madison at Shoal Run Apartments (Local) (Partial Release)

FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)



## EXHIBIT A

THE FOLLOWING IS A LEGAL DESCRIPTION BY METES AND BOUNDS OF A PART OF LOT 2 SHOAL RUN AS RECORDED IN MAP BOOK 9 PAGE 130 IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA; THENCE BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 2 AND RUN IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID LOT FOR A DISTANCE 1333.68 FEET TO A FOUND 1" CRIMP; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES 48 MINUTES 11 SECONDS AND RUN IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 2 FOR A DISTANCE OF 801.24 FEET TO THE POINT OF COMMENCEMENT OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 01 DEGREES 36 MINUTES 46 SECONDS AND A RADIUS OF 4720.40 FEET; AN INTERIOR ANGLE OF 156 DEGREES 47 MINUTES 27 SECONDS TO THE LEFT TO CHORD FOR A CHORD DISTANCE OF 132.87 FEET; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 132.87 FEET TO THE POINT OF COMMENCEMENT OF A COMPOUND CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 01 DEGREES 18 MINUTES 48 SECONDS AND A RADIUS OF 6760.10 FEET; AN INTERIOR ANGLE OF 181 DEGREES 27 MINUTES 17 SECONDS TO THE LEFT FROM CHORD TO CHORD FOR A CHORD DISTANCE OF 154.95 FEET; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 154.95 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 269 DEGREES 14 MINUTES 37 SECONDS FROM CHORD AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 9.63 FEET TO A POINT ON THE SOUTHEASTERN MOST RIGHT OF WAY LINE OF ALABAMA HIGHWAY 119 (80' RIGHT OF WAY); THENCE TURN AN INTERIOR ANGLE OF 90 DEGREES 00 MINUTES 25 SECONDS TO THE LEFT AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 25.89 FEET; THENCE LEAVING SAID RIGHT OF WAY, TURN A DEFLECTION ANGLE OF 90 DEGREES 00 MINUTES 18 SECONDS TO THE RIGHT AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 34.13 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 21 DEGREES 56 MINUTES 00 SECONDS AND A RADIUS OF 430.00 FEET; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 164.61 FEET TO THE POINT OF TANGENT; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID TANGENT FOR A DISTANCE OF 69.46 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 16 DEGREES 20 MINUTES 00 SECONDS AND A RADIUS OF 557.46 FEET; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG ARC OF SAID CURVE FOR A DISTANCE OF 158.92 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 32 DEGREES 50 MINUTES 00 SECONDS AND A RADIUS OF 317.92 FEET; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG ARC OF SAID CURVE FOR A DISTANCE OF 182.19 FEET TO THE POINT OF TANGENT; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID TANGENT FOR A DISTANCE OF 137.26 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 39 DEGREES 51 MINUTES 00 SECONDS AND A RADIUS OF 375.00 FEET; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 260.82 FEET TO THE POINT OF TANGENT; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID TANGENT FOR A DISTANCE OF 74.69 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 02 DEGREES 39 MINUTES 20 SECONDS AND A RADIUS OF 2157.20 FEET; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG ARC OF SAID CURVE FOR A DISTANCE OF 99.98 FEET TO THE POINT OF TANGENT; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID TANGENT FOR A DISTANCE OF 224.22 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 52 DEGREES 16 MINUTES 42 SECONDS AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 497.02 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;
- (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 Agreement, 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;



- (v) all cash and non-cash proceeds and products of any of the foregoing; and
- (14) All housing assistance payments payable with respect to the Property by the United States Department of Housing and Urban Development.

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