UCC FINANCING STATEMENT **FOLLOW INSTRUCTIONS** A. NAME & PHONE OF CONTACT AT FILER (optional) B. E-MAIL CONTACT AT FILER (optional) 20151124000405870 1/5 \$37 Shelby Cnty Judge of Probate, AL 11/24/2015 02:26:58 PM FILED/CERT C. SEND ACKNOWLEDGMENT TO: (Name and Address) Bank Independent P O Box 5000 Sheffield, AL 35660 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here 🦳 and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad) 1a. ORGANIZATION'S NAME SHOALS MILL Village Apartments, Ltd. 1b. INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME COUNTRY POSTAL CODE STATE CITY 1c. MAILING ADDRESS USA 35631 AL P.O. Box 220 Florence 2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad) name will not fit in line 2b, leave all of item 2 blank, check here 2a. ORGANIZATION'S NAME **SUFFIX** ADDITIONAL NAME(S)/INITIAL(S) FIRST PERSONAL NAME 2b. INDIVIDUAL'S SURNAME POSTAL CODE COUNTRY STATE CITY MAILING ADDRESS 3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b) 3a. ORGANIZATION'S NAME Bank Independent ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME POSTAL CODE COUNTRY CITY STATE 3c. MAILING ADDRESS USA 35660 Sheffield AL P O Box 5000 4. COLLATERAL: This financing statement covers the following collateral: A. All cash, contracts, leases, furnishings, and fixtures, machinery, equipment, appliances, vehicles building supplies and materials, books, data and records, instruments, letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, other rights of payment and performance software, Low Income Tax Credit Syndication Agreements and proceeds thereof, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the property described as: SHOALS MILL Village, Ltd., Shelby County, Alabama, more particularly described in mortgage of even date herewith, (herein sometimes "PROJECT") Including all extensions, attachments accessories, betterment's, after-acquired property, tools, parts, repairs, supplies and commingled goods, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of insurance refunds or DEBTOR in any such furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and (Continued on attached Financing Statement Addendum) 5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative 6b. Check only if applicable and check only one box: 6a. Check only if applicable and check only one box: Non-UCC Filing A Debtor is a Transmitting Utility Agricultural Lien Manufactured-Home Transaction Public-Finance Transaction Seller/Buyer Bailee/Bailor Licensee/Licensor Consignee/Consignor 7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor 8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) DEBTOR'S NAME Provide (flue or 10b) only one additional Debtor name or Debtor name that did not fill in line 1b or 2b of the Financing Statement (Form UCC1) (use exact. full do not only make any part of the Debtor's name) and enter the mailing address in line 10b ORGANIZATIONS NAME 10b. INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S FIRST PERSONAL NAME (SVINITIAL(S)) ADDITIONAL SECURED PARTY'S NAME (COUNT NAME) ADDITIONAL SECURED PARTY'S NAME (FIRST PERSONAL NAME) IT IS ORGANIZATION'S NAME FIRST PERSONAL NAME FIRST PERSONAL NAME (SVINITIAL(S)) ADDITIONAL SECURED PARTY'S NAME (COUNT NAME) ADDITIONAL SPACE FOR ITEM 4 (Collateral): Personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or or gether with the benefit of any deposits or payments now or hereafter make by DEBTOR or on behalf of DEBTOR, all trade na demarks, service marks, logos and good will related thereto which in any way now or hereafter belong, relate or appetrain to the PRO- To any part thereof or are now or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixtures conscious to the land a part of the PRO- To be land a part of the PRO- To the land a					
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY ADDITIONAL NAME Provide (Ide or Ide) only and additional Debtor name or Debtor name find did not lift in fine 10 or 20 of the Fronting Stelement (First Debtor), or abbrowale any part of the Debtor's name or Debtor name find did not lift in fine 10 or 20 of the Fronting Stelement (First Debtor), or abbrowale any part of the Debtor's name or Debtor name find did not lift in fine 10 or 20 of the Fronting Stelement (First Debtor), or abbrowale any part of the Debtor's name or Debtor name find did not lift in fine 10 or 20 of the Fronting Stelement (First Debtor), or abbrowale any part of the Debtor's name or Debtor name find did not lift in fine 10 or 20 of the Fronting Stelement (First Debtor), or abbrowale any part of the Debtor's name or Debtor name find did not lift in fine 10 or 20 of the Fronting Stelement (First Debtor), or abbrowale any part of the Debtor's name or Debtor name find did not lift in fine 10 or 20 of the Fronting Stelement (First Debtor), or abbrowale any part of the Debtor's name or Debtor name find did not lift in fine 10 or 20 of the Fronting Stelement (First Debtor), or abbrowale and the Debtor name find a first Debtor or abbrowale name or Debtor name find a first Debtor or abbrowale name fine and the Debtor or abbrowale name fine and the Debtor or abbrowale name fine name find a first Debtor or abbrowale name find a first Debtor or abbrowale name find a first Debtor or abbrowale name fine name find a first Debtor or abbrowale name fine name f				i	
99. INDIVIDUAL'S BUNNAME FIRST PERSONAL NAME ADDITIONAL INVALIGNMENTALIS) DEBTORS NAME Provide to you and fine Debta's name or Debta' name had do not fin time. To 25 of the Financing Statement (Form UCC1) (use coort, full one of the Debta's name) and enter the mailing address in line 10c. 103. ORGANIZATIONS NAME 104. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL MAME(SYNTHALIS) ADDITIONAL SECURED PARTY'S NAME of The Debta's name or Debta' name or Debta's name not contained to the provided only one name (11s or 11s) ADDITIONAL SECURED PARTY'S NAME of TREST PERSONAL NAME INDIVIDUAL'S SURNAME ADDITIONAL SECURED PARTY'S NAME of TREST PERSONAL NAME FIRST PERSONAL NAME FIRST PERSONAL NAME ADDITIONAL SECURED PARTY'S NAME of TREST PERSONAL NAME PROVIDUAL'S SURNAME ADDITIONAL SECURED PARTY'S NAME of TREST PERSONAL NAME FIRST PERSONAL NAME ADDITIONAL SPACE FOR ITEM 4 (Collateral): PERSONAL STATE POSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collateral): PERSONAL STATE POSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collateral): PERSONAL STATE PROSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collateral): PERSONAL STATE PROSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collateral): PERSONAL STATE PROSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collateral): PERSONAL STATE PROSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collateral): PERSONAL STATE PROSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collateral): PERSONAL STATE PROSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collateral): PERSONAL STATE PROSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collateral): PERSONAL STATE PROSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collateral): PERSONAL STATE PROSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collateral): PERSONAL STATE PROSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (COLLATERAL STATE PROSTAL CODE COUNT INTO THE PROCUPE ADDITIONAL STATE PROSTAL CODE COUNT INTO THE PROCUPE ADD	SHOALS MILL Village Apartments, Ltd.				
THEST PERSONAL NAME ADDITIONAL NAME(SINNITIALIS) SUFFIX THE ABOVE SPACE IS FOR FILING OFFICE USE ONL THE ABOVE			20151124000409	• · · - • · · · · - · · · · · · · ·	
ADDITIONAL NAME; Provide (10s or 10t) only age additional Debtor name or Debtor came that did not fit in line to or 2b of the Financing Statement (from UCC1) (use exact, full of one form, modify or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c. 10c. INDIVIDUALS SURNAME INDIVIDUALS SU	9b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S SURNAME			
THE ABOVE SPACE IS FOR FILING OFFICE USE ONL DEBTOR'S NAME: Provide (10s or 10b) only gize additional Debtor name or Debtor name that did not fit in line to or 2b of the Finandrig Statement (Fam UCC1) (use exact, full do not ormit, modify, or abbroviate any part of the Debtor's name) and enter the mailing address in line (10c) 10b ORGANIZATION'S NAME 10b INDIVIDUAL'S SURNAME INDIVIDUAL'S SURNAME INDIVIDUAL'S ADDITIONAL NAME(SYNTIAL(S)) ADDITIONAL SECURED PARTY'S NAME 11c ORGANIZATION'S NAME 11d ORGANIZATION'S	FIRST PERSONAL NAME			i	
THE ABOVE SPACE IS FOR FILING OFFICE USE ONL DEBTOR'S NAME: Provide (10s or 10b) only gize additional Debtor name or Debtor name that did not fit in line to or 2b of the Finandrig Statement (Fam UCC1) (use exact, full do not ormit, modify, or abbroviate any part of the Debtor's name) and enter the mailing address in line (10c) 10b ORGANIZATION'S NAME 10b INDIVIDUAL'S SURNAME INDIVIDUAL'S SURNAME INDIVIDUAL'S ADDITIONAL NAME(SYNTIAL(S)) ADDITIONAL SECURED PARTY'S NAME 11c ORGANIZATION'S NAME 11d ORGANIZATION'S					
DESTOR'S NAME: Provide (10a or 10b) only orgal additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UGC1) (see exact. full into not only, making or abbreviate any part of the Debtor's name) and enter the mailing address is see 10c. Debtor Name	ADDITIONAL NAME(S)/INITIAL(S)	THE ADOME SDACE IS SODEH INC OFFICE HES ONLY			
105. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(SYNITIAL'S) MAILING ADDRESS CITY STATE POSTAL dODE COUNT ADDITIONAL SECURED PARTY'S NAME ITS INDIVIDUAL'S SURNAME FIRST PERSONAL NAME FIRST PERSONAL NAME FIRST PERSONAL NAME ADDITIONAL NAME(SYNITIAL'S) SUFFIX MAILING ADDRESS CITY STATE POSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collateral) Personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or or greater range by DEBTOR or on behalf of DEBTOR, all trade in ademarks, service marks, logos and good will related thereto which in any way now or hereafter belong, relate or appertain to the PROLECT in any part thereof or are now or hereafter acquired by DEBTOR to no behalf of DEBTOR, all trade in ademarks, service marks, logos and good will related thereto which in any way now or hereafter belong, relate or appertain to the PROLECT as between the parties hereto and all persons claiming by, through or under them, and wall be deemed to be a portion of the security for the indebtomess herein described and to be secured by this Mortgage. The location of the STATE ACCORD. If applicable) This FINANCING STATEMENT is to be filled (for record) (or recorded) in the PRALE STATE ACCORD. If applicable) PRALE STATE ACCORD. Or applicable in the PRALE STATE ACCORD. If applicable is a filled decreased to hem 15 14. This FINANCING STATEMENT is to be filled (for record) (or recorded) in the Industry and a accord professional profession of the security of the indebtomes herein for fire acciding the STATEMENT (and a professional professi	DEBTOR'S NAME: Provide (10a or 10b) only one add	itional Debtor name or Debtor name that did not fit i			
INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME; SJIRITIAL(S) MALING ADDRESS CITY STATE POSTAL CODE COUNT ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME Provide only one name (11s or 11b) 11s. ORGANIZATION'S NAME 11s. ORGANIZATION'S NAME FIRST PERSONAL NAME FIRST PERSONAL NAME ADDITIONAL NAME[SJINITIAL(S)] SUFFIX MALLING ADDRESS CITY STATE POSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collateral)) Personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or or gether with the benefit of any deposits or payments now or hereafter make by DEBTOR or on behalf of DEBTOR, all trade na ademarks, service marks, logos and good will related thereto which in any way now or hereafter begoes and shall be deemed to be fixtures coessions to the land a part of the PROLECT as between the parties hereto and all persons claiming hythrough prunder them, and whall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage. The location of bear of the PROLECT as between the parties hereto and all persons claiming hythrough prunder them, and whall be deemed to be fixtures considerable of the PROLECT as between the parties hereto and all persons claiming hythrough prunder them, and whall be deemed to be a fixture scale of the PROLECT as between the parties hereto and all persons claiming hythrough prunder them, and whall be deemed to be a fixture scale of the PROLECT as between the parties hereto and all persons claiming hythrough prunder them, and whall be deemed to be a fixture scale of the PROLECT as between the parties hereto and all persons claiming hythrough prunder them, and while the parties hereto and all persons claiming hythrough prunder them, and while the parties hereto and all persons claiming hythrough prunder them, and while the parties hereto and all persons claiming hythrough prunder them, and while the parties hereto and all persons claiming hyt		name) and enter the mailing address in line 10c		· · · · · · · · · · · · · · · · · · ·	· · · · · · ·
INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(SYINITIAL(S) MAILING ADDRESS CITY STATE POSTAL CODE COUNT ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME Provide only one name (11s or 11b) 11s. ORGANIZATION'S NAME FIRST PERSONAL NAME FIRST PERSONAL NAME ADDITIONAL NAME[SYINITIAL(S)] STATE POSTAL CODE COUNT ADDITIONAL SURNAME FIRST PERSONAL NAME FIRST PERSONAL NAME ADDITIONAL NAME[SYINITIAL(S)] STATE POSTAL CODE COUNT COUNT ADDITIONAL SURNAME FIRST PERSONAL NAME FIRST PERSONAL NAME ADDITIONAL NAME[SYINITIAL(S)] STATE POSTAL CODE COUNT COUNT ADDITIONAL NAME[SYINITIAL(S)] SUFFIX THE POSTAL CODE COUNT ADDITIONAL NAME[SYINITIAL(S)] STATE POSTAL CODE COUNT ADDITIONAL NAME[SYINITIAL(S)] SUFFIX THE POSTAL CODE COUNT ADDITIONAL NAME[SYINITIAL(S)] STATE POSTAL CODE COUNT ADDITIONAL NAME PROVIDED NAME ADDITIONAL NAME	10a. ORGANIZATION'S NAME			·	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) MALING ADDRESS CITY STATE POSTAL QODE COUNT ADDITIONAL SECURED PARTY'S NAME It as ORGANIZATION'S NAME FIRST PERSONAL NAME FIRST PERSONAL NAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX MALING ADDRESS CITY STATE POSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collisteral): ersonal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or or ogether with the benefit of any deposits or payments now or hereafter make by DEBTOR or on behalf of DEBTOR, all trade na ademarks, service marks, logos and good will related thereto which in any way now or hereafter or DEBTOR, all trade na ademarks device and the service marks, logos and good will related thereto which in any way now or hereafter or personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or or ogether with the benefit of any deposits or payments now or hereafter make by DEBTOR or on behalf of DEBTOR, all trade na determination or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixed by the PRO. In any part thereof or are now or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixed by the PRO. In any part thereof or are now or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixed by the PRO. In any part thereof or are now or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixed by the PRO. In any part thereof or are now or hereafter and all persons claiming by, through or under them, and we have a protion of the security for the indebtedness herein described and to be secured by this Mortgage. The location of the land as a fixed by the provided of the pr	10b. INDIVIDUAL'S SURNAME			· · · · · · · · · · · · · · · · · · ·	<u></u>
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) MALING ADDRESS CITY STATE POSTAL QODE COUNT ADDITIONAL SECURED PARTY'S NAME It as ORGANIZATION'S NAME FIRST PERSONAL NAME FIRST PERSONAL NAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX MALING ADDRESS CITY STATE POSTAL CODE COUNT ADDITIONAL SPACE FOR ITEM 4 (Collisteral): ersonal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or or ogether with the benefit of any deposits or payments now or hereafter make by DEBTOR or on behalf of DEBTOR, all trade na ademarks, service marks, logos and good will related thereto which in any way now or hereafter or DEBTOR, all trade na ademarks device and the service marks, logos and good will related thereto which in any way now or hereafter or personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or or ogether with the benefit of any deposits or payments now or hereafter make by DEBTOR or on behalf of DEBTOR, all trade na determination or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixed by the PRO. In any part thereof or are now or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixed by the PRO. In any part thereof or are now or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixed by the PRO. In any part thereof or are now or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixed by the PRO. In any part thereof or are now or hereafter and all persons claiming by, through or under them, and we have a protion of the security for the indebtedness herein described and to be secured by this Mortgage. The location of the land as a fixed by the provided of the pr	NIONANDIA DE CONTRE DE CON	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·	<u></u>
ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME. Provide only size name (11a or 11b) 11a. ORGANIZATION'S NAME 11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME FIRST PERSONAL NAME ADDITIONAL NAME SYMNITIAL'S) SUFFIX ADDITIONAL SPACE FOR ITEM 4 (Collisteral): ersonal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or or getter with the benefit of any deposits or payments now or hereafter make by DEBTOR or on behalf of DEBTOR, all trade na ademarks, service marks, logos and good will related thereto which in any way now or hereafter belong, relate or appertain to the PRO. In any part thereof or are now or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixtures cossions to the land a part of the PRO.JECT as between the parties hereto and all persons claiming by, through or under them, and whall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage. The location of the Land described COLLATERAL is also the location of the Land described above. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the RRAL ESTATE RECORDS (if applicable) This FINANCING STATEMENT is to be filed (for record) (or recorded) in the 18 (in the property of the property of the security for the indebted above. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the 18 (in the property of the prop	INDIVIDUAL'S FIRST PERSONAL NAME				
ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME. Provide only one name (11a or 11b) 11a. ORGANIZATION'S NAME 11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME[S]/INITIAL(S) SUFFIX ADDITIONAL SPACE FOR ITEM 4 (Collateral): resonal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or or or getter with the benefit of any deposits or payments now or hereafter make by DEBTOR or on behalf of DEBTOR, all trade na ademarks, service marks, logos and good will related thereto which in any way now or hereafter belong, relate or appertain to the PRO. In any part thereof or are now or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixtures cossions to the land a part of the PROLECT as between the parties hereto and all persons claiming by, through or under them, and whalf be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage. The location cover described COLLATERAL is also the location of the Land described above. This FINANCING STATEMENT is to be fitted (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable) The PROMETOR OWNER of real estate described in item 16 if Deblor does not have a record interest): 14. This FINANCING STATEMENT: Covers timber to be cut Council Covers as-extracted collateral Council	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		<u> </u>		SUFFIX
ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME. Provide only one name (11a or 11b) 11a. ORGANIZATION'S NAME 11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME[S]/INITIAL(S) SUFFIX ADDITIONAL SPACE FOR ITEM 4 (Collateral): resonal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or or or getter with the benefit of any deposits or payments now or hereafter make by DEBTOR or on behalf of DEBTOR, all trade na ademarks, service marks, logos and good will related thereto which in any way now or hereafter belong, relate or appertain to the PRO. In any part thereof or are now or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixtures cossions to the land a part of the PROLECT as between the parties hereto and all persons claiming by, through or under them, and whalf be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage. The location cover described COLLATERAL is also the location of the Land described above. This FINANCING STATEMENT is to be fitted (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable) The PROMETOR OWNER of real estate described in item 16 if Deblor does not have a record interest): 14. This FINANCING STATEMENT: Covers timber to be cut Council Covers as-extracted collateral Council			OTATE	DOCTAL CODE	COLINITI
116. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME SUINITIAL(S) SUFFIX	MAILING ADDRESS	CHY	SIAIE	POSTAL GODE	COUNT
ADDITIONAL SPACE FOR ITEM 4 (Collateral): ersonal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or or gether with the benefit of any deposits or payments now or hereafter make by DEBTOR or on behalf of DEBTOR, all trade addremarks, service marks, logos and good will related thereto which in any way now or hereafter belong, relate or appertain to the PRO. In any part thereof or are now or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixtures coessions to the land a part of the PROJECT as between the parties hereto and all persons claiming by, through or under them, and wall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage. The location of the Land described above. This FINANCING STATEMENT is to be filled [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable) This FINANCING STATEMENT is to be filled [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable) A This FINANCING STATEMENT is to be filled [for record] (or recorded) in the REAL ESTATE RECORD (WNER of real estate described in item 16 for Description of real estate: State	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
ersonal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or or opether with the benefit of any deposits or payments now or hereafter make by DEBTOR or on behalf of DEBTOR, all trade na ademarks, service marks, logos and good will related thereto which in any way now or hereafter belong, relate or appertain to the PRO. In any part thereof or are now or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixtures coessions to the land a part of the PROJECT as between the parties hereto and all persons claiming by, through or under them, and we hall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage. The location of bove described COLLATERAL is also the location of the Land described above. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable) The FINANCING STATEMENT The FINANCING STATEMENT	MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTR
ersonal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or or opether with the benefit of any deposits or payments now or hereafter make by DEBTOR or on behalf of DEBTOR, all trade na ademarks, service marks, logos and good will related thereto which in any way now or hereafter belong, relate or appertain to the PRO. In any part thereof or are now or hereafter acquired by DEBTOR the forgoing hereby declared and shall be deemed to be fixtures coessions to the land a part of the PROJECT as between the parties hereto and all persons claiming by, through or under them, and we hall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage. The location of bove described COLLATERAL is also the location of the Land described above. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable) The FINANCING STATEMENT The FINANCING STATEMENT			· ·	<u> </u>	
REAL ESTATE RECORDS (if applicable) X Covers timber to be cut X Covers as-extracted collateral X is filed as a fixture filing than and address of a RECORD OWNER of real estate described in item 16 if Debtor does not have a record interest): 16 Description of real estate: Exhibit "A".	ADDITIONAL SPACE FOR ITEM 4 (Collateral): ersonal property subject to or covered by as	ny prior security agreement, condition	al sales contract, chatte	l mortgage or similar	r lien or c
/ISCELLANEOUS:	ersonal property subject to or covered by an ogether with the benefit of any deposits of ademarks, service marks, logos and good with any part thereof or are now or hereafted coessions to the land a part of the PROJEC hall be deemed to be a portion of the securit	or payments now or hereafter make will related thereto which in any way not be acquired by DEBTOR the forgoing as between the parties hereto and a ty for the indebtedness herein describes.	by DEBTOR or on below or hereafter belong, in hereby declared and sall persons claiming by,	nalf of DEBTOR, all elate or appertain to hall be deemed to be through or under the	trade na the PRO. e fixtures m, and w
/ISCELLANEOUS:	ersonal property subject to or covered by an ogether with the benefit of any deposits of ademarks, service marks, logos and good with any part thereof or are now or hereafted coessions to the land a part of the PROJEC hall be deemed to be a portion of the security bove described COLLATERAL is also the logostate of the logostate	or payments now or hereafter make vill related thereto which in any way not be acquired by DEBTOR the forgoing. Tas between the parties hereto and a ty for the indebtedness herein described above. If (or recorded) in the scribed above. If (or recorded) in the scribed in item 16. Description of real estates.	by DEBTOR or on below or hereafter belong, a hereby declared and soll persons claiming by, ed and to be secured by	elate or appertain to hall be deemed to be through or under the this Mortgage. The l	trade nather PROSE fixtures on the property of
/ISCELLANEOUS:	gether with the benefit of any deposits of ademarks, service marks, logos and good wer in any part thereof or are now or hereafted cessions to the land a part of the PROJEC hall be deemed to be a portion of the security cove described COLLATERAL is also the logove described COLLATERAL	or payments now or hereafter make vill related thereto which in any way not be acquired by DEBTOR the forgoing. Tas between the parties hereto and a ty for the indebtedness herein described above. If (or recorded) in the scribed above. If (or recorded) in the scribed in item 16. Description of real estates.	by DEBTOR or on below or hereafter belong, a hereby declared and soll persons claiming by, ed and to be secured by	elate or appertain to hall be deemed to be through or under the this Mortgage. The l	trade nather PRO- e fixtures on, and we contain the property of the property o
/ISCELLANEOUS:	ersonal property subject to or covered by an ogether with the benefit of any deposits of ademarks, service marks, logos and good with any part thereof or are now or hereafted coessions to the land a part of the PROJEC hall be deemed to be a portion of the security bove described COLLATERAL is also the logove described REAL ESTATE RECORDS (if applicable)	or payments now or hereafter make vill related thereto which in any way not be acquired by DEBTOR the forgoing. Tas between the parties hereto and a ty for the indebtedness herein described above. If (or recorded) in the scribed above. If (or recorded) in the scribed in item 16. Description of real estates.	by DEBTOR or on below or hereafter belong, a hereby declared and soll persons claiming by, ed and to be secured by	elate or appertain to hall be deemed to be through or under the this Mortgage. The l	trade na the PRO. e fixtures m, and w ocation o
	ersonal property subject to or covered by an ogether with the benefit of any deposits of ademarks, service marks, logos and good with any part thereof or are now or hereafted coessions to the land a part of the PROJEC hall be deemed to be a portion of the security bove described COLLATERAL is also the logove described REAL ESTATE RECORDS (if applicable)	or payments now or hereafter make vill related thereto which in any way not be acquired by DEBTOR the forgoing. Tas between the parties hereto and a ty for the indebtedness herein described above. If (or recorded) in the scribed above. If (or recorded) in the scribed in item 16. Description of real estates.	by DEBTOR or on below or hereafter belong, a hereby declared and soll persons claiming by, ed and to be secured by	elate or appertain to hall be deemed to be through or under the this Mortgage. The l	trade na the PROJ e fixtures m, and w ocation o

UCC FINANCING STATEMENT ADDENDUM **FOLLOW INSTRUCTIONS** 9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here 9a. ORGANIZATION'S NAME 20151124000405870 3/5 \$37 00 SHOALS MILL Village Apartments, Ltd. Shelby Chty Judge of Probate, AL 11/24/2015 02:26:58 PM FILED/CERT 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME SUFFIX ADDITIONAL NAME(S)/INITIAL(S) THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c 10a. ORGANIZATION'S NAME 10b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME **SUFFIX** INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) COUNTRY STATE POSTAL CODE CITY 10c. MAILING ADDRESS ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or:11b) ADDITIONAL SECURED PARTY'S NAME or 11a. ORGANIZATION'S NAME OR SUFFIX ADDITIONAL NAME(S)/INITIAL(S) FIRST PERSONAL NAME 11b. INDIVIDUAL'S SURNAME COUNTRY POSTAL CODE STATE CITY 11c. MAILING ADDRESS 12. ADDITIONAL SPACE FOR ITEM 4 (Collateral): B.All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the PROJECT or under or above the same of any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the PROJECT or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant therto, whether now owned or hereafter acquired by DEBTOR. C. All right, title, and interest in, to, and under any and all documents and instruments relating to the construction of the improvements 13. X This FINANCING STATEMENT is to be filed [for record] (or recorded) in the 14. This FINANCING STATEMENT: REAL ESTATE RECORDS (if applicable) X covers timber to be cut X covers as-extracted collateral X is filed as a fixture filing 15. Name and address of a RECORD OWNER of real estate described in item 16. 16. Description of real estate: (if Debtor does not have a record interest):

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS 9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here 9a. ORGANIZATION'S NAME SHOALS MILL Village Apartments, Ltd. Shelby Cnty Judge of Probate, AL 11/24/2015 02:26:58 PM FILED/CERT 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME SUFFIX ADDITIONAL NAME(S)/INITIAL(S) THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c 10a. ORGANIZATION'S NAME 10b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME **SUFFIX** INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) COUNTRY POSTAL CODE STATE CITY 10c. MAILING ADDRESS ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b) ADDITIONAL SECURED PARTY'S NAME or 11a. ORGANIZATION'S NAME SUFFIX ADDITIONAL NAME(S)/INITIAL(S) 11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME POSTAL CODE COUNTRY STATE CITY 11c. MAILING ADDRESS 12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

contemplated on the PROJECT, including, without limitation, any and all construction contracts, architectural contracts, engineering contracts, plans, specifications, drawings, surveys, bonds, permits, licenses and other governmental approval, an all income, rents, issues, profits and revenues of the PROJECT from time to time accruing (including without limitation all payments under leases or tenancles, proceeds of insurance, condemnation payments, tenant security deposits whether held by DEBTOR or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possessions, claim and demand whatsoever at law, as well as in equity, of DEBTOR of, in and to the same; reserving only the right to DEBTOR to collect the same so long as DEBTOR is not in default hereunder any of the loan documents related to the Project. .

13. X This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT:		i	
		X covers timber to be cut	X covers as-extracted collateral	X is filed as a fixture filing
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	16.	Description of real estate:		
				;
17. MISCELLANEOUS:	<u> </u>			

20151124000405870 5/5 \$37.00 Shelby Cnty Judge of Probate, AL 11/24/2015 02:26:58 PM FILED/CERT

Tract I

Lot 1 of Shoals Mill Village as shown by map on record in the office of the Judge of Probate of Shelby County, Alabama in Map Book 44 Page 105 also more particularly described as follows:

Commence at a 2" open top pipe in place being the Southwest corner of the Southwest onefourth of the Northeast one-fourth of Section 24, Township 21 South, Ranage 1 West, Shelby County, Alabama; thence proceed South 00° 03' 21" West along the East boundary of the Northeast one-fourth of the Southwest one-fourth for a distance of 412.67 feet to a 2" pipe in place; thence proceed North 32° 06' 44" West for a distance of 409.22 feet to the point of beginning. From this beginning point continue North 32° 06' 44" West for a distance of 111.25 feet to a point on the Southerly right-of-way of Alabama Highway No. 25; thence proceed North 63° 47' 13" East along the Southerly right-of-way of said road for a distance of 80,89 feet to a concrete right-of-way monument in place; thence proceed North 42° 01' 17" East along the Southerly right-of-way of said road for a distance of 53.93 feet to a concrete right-of-way monument in place; thence proceed North 63° 49' 03" East along the Southerly right-of-way of said road for a distance of 837.73 feet to a 1/2" rebar in place; thence proceed South 44° 53' 19" East for a distance of 200.21 feet to a 1" pipe in place; thence proceed South 44° 14' 44" West for a distance of 139.13 feet; thence proceed South 83° 21' 20" West for a distance of 80.51 feet; thence proceed South 60° 43' 08" West for a distance of 314.08 feet; thence proceed North 78° 46' 50" West for a distance of 37.49 feet; proceed South 68° 33' 06" West for a distance of 59.84 feet; thence proceed South 45° 28' 58" West for a distance of 47.78 feet; thence proceed South 52° 55' 45" West for a distance of 38.70 feet; thence proceed South 80° 00' 01" West for a distance of 55.44 feet; proceed North 88° 00' 26" West for a distance of 53.47 feet; thence proceed South 81° 09' 31" West for a distance of 73.69 feet; thence proceed South 73° 44' 51" West for a distance of 159.73 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northeast one-fourth, the Northwest one-fourth of the Southeast one-fourth and the Northeast one-fourth of the Southwest one-fourth of Section 24, Township 21 South, Range 1 West, Shelby County, Alabama and contains 4.52 acres.