

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

County Division Code: AL040  
Inst. # 2016040020 Pages: 1 of 6  
I certify this instrument filed on  
4/26/2016 1:56 PM Doc: UCC 7  
Alan L. King, Judge of Probate  
Jefferson County, AL. Rec: \$41.00

Clerk: ALLDREDGEM



20160427000139400 1/6 \$39.00  
Shelby Cnty Judge of Probate, AL  
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Cassin & Cassin LLP  
711 Third Avenue, 20<sup>th</sup> Floor  
New York, New York 10017  
Attention: Recording Department  
Reference Loan Nr.: 706110075 and 456100039

1. 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

**MERION RIVERSIDE PARC, L.P.**

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

308 E. Lancaster Avenue, Suite 300

CITY

Wynnewood

STATE

PA

POSTAL CODE

19096

COUNTRY

USA

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 name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Collateral Agent**

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

c/o Prudential Asset Resources, Inc., 2100 Ross Avenue, Suite 2500  
Attention: Asset Management Department

CITY

Dallas

STATE

TX

POSTAL CODE

75201

COUNTRY

USA

4. COLLATERAL: This financing statement covers the following collateral:

See Schedule A to UCC attached hereto and made a part hereof.

This instrument is filed as additional security for a mortgage recorded in Jefferson and Shelby County, Alabama

mtg. 2016040018

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

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction

☐ Manufactured-Home Transaction

☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien

☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):

☐ Lessee/Lessor

☐ Consignee/Consignor

☐ Seller/Buyer

☐ Bailee/Bailor

☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

File with the County Clerk of Jefferson and Shelby County, Alabama

PICA/EAGP/Riverside Parc

# 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 ☐

OR	9a. ORGANIZATION'S NAME <b>MERION RIVERSIDE PARC, L.P.</b>	
	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX



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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

OR	10a. ORGANIZATION'S NAME				
	10b. INDIVIDUAL'S SURNAME				
	INDIVIDUAL'S FIRST PERSONAL NAME				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX	
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ 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:

Riverside Parc  
801 Cahaba Forest Cove  
Birmingham, Alabama 35242

County: Jefferson and Shelby

17. MISCELLANEOUS:

File with the County Clerk of Jefferson and Shelby County, Alabama



Schedule A

DESCRIPTION OF PERSONAL PROPERTY SECURITY

All of Borrower's right, title and interest in, to and under the following, if any:

1. All machinery, apparatus, goods, equipment, materials, fittings, fixtures, chattels, and tangible personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions, and replacements thereof, owned by Borrower, wherever situate, and now or hereafter located on, attached to, contained in, or used or usable in connection with the real property described in Exhibit A attached hereto and incorporated herein (the "**Land**"), and all improvements located thereon (the "**Improvements**") or placed on any part thereof, though not attached thereto, including all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, electrical, lighting, plumbing, ventilating, air-conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, hoists, stoves, ranges, vacuum and other cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances, equipment, fittings, and fixtures.
2. All funds, accounts, deposits, instruments, documents, contract rights, general intangibles, notes, and chattel paper arising from or by virtue of any transaction related to the Land, the Improvements, or any of the personal property described in this Schedule A.
3. All permits, licenses, franchises, certificates, and other rights and privileges now held or hereafter acquired by Borrower in connection with the Land, the Improvements, or any of the personal property described in this Schedule A.
4. All right, title, and interest of Borrower in and to the name and style by which the Land and/or the Improvements is known, including trademarks and trade names relating thereto.
5. All right, title, and interest of Borrower in, to, and under all plans, specifications, maps, surveys, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies, and other documents of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale, or operation of the Land and/or the Improvements.
6. All interests, estates, or other claims or demands, in law and in equity, which Borrower now has or may hereafter acquire in the Land, the Improvements, or the personal property described in this Schedule A.
7. All right, title, and interest owned by Borrower in and to all options to purchase or lease the Land, the Improvements, or any other personal property described in this Schedule A, or any portion thereof or interest therein, and in and to any greater estate in the Land, the Improvements, or any of the personal property described in this Schedule A.
8. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance relating thereto, which Borrower now has or may hereafter acquire in the Land, the Improvements, or any of the personal property described in this Schedule A, or any portion thereof or interest therein, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of such property, including without limitation, any award resulting from a change of any streets (whether as to grade, access, or otherwise) and any award for severance damages.

9. All right, title, and interest of Borrower in and to all contracts, permits, certificates, licenses, approvals, utility deposits, utility capacity, and utility rights issued, granted, agreed upon, or otherwise provided by any governmental or private authority, person or entity relating to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Land and/or the Improvements, including all of Borrower's rights and privileges hereto or hereafter otherwise arising in connection with or pertaining to the Land and/or the Improvements, including, without limiting the generality of the foregoing, all water and/or sewer capacity, all water, sewer and/or other utility deposits or prepaid fees, and/or all water and/or sewer and/or other utility tap rights or other utility rights, any right or privilege of Borrower under any loan commitment, lease, contract, declaration of covenants, restrictions and easements or like instrument, developer's agreement, or other agreement with any third party pertaining to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Land and/or the Improvements.

AND ALL PROCEEDS AND PRODUCTS OF THE FOREGOING PERSONAL PROPERTY DESCRIBED IN THIS SCHEDULE A.

A PORTION OF THE ABOVE DESCRIBED GOODS ARE OR ARE TO BE AFFIXED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

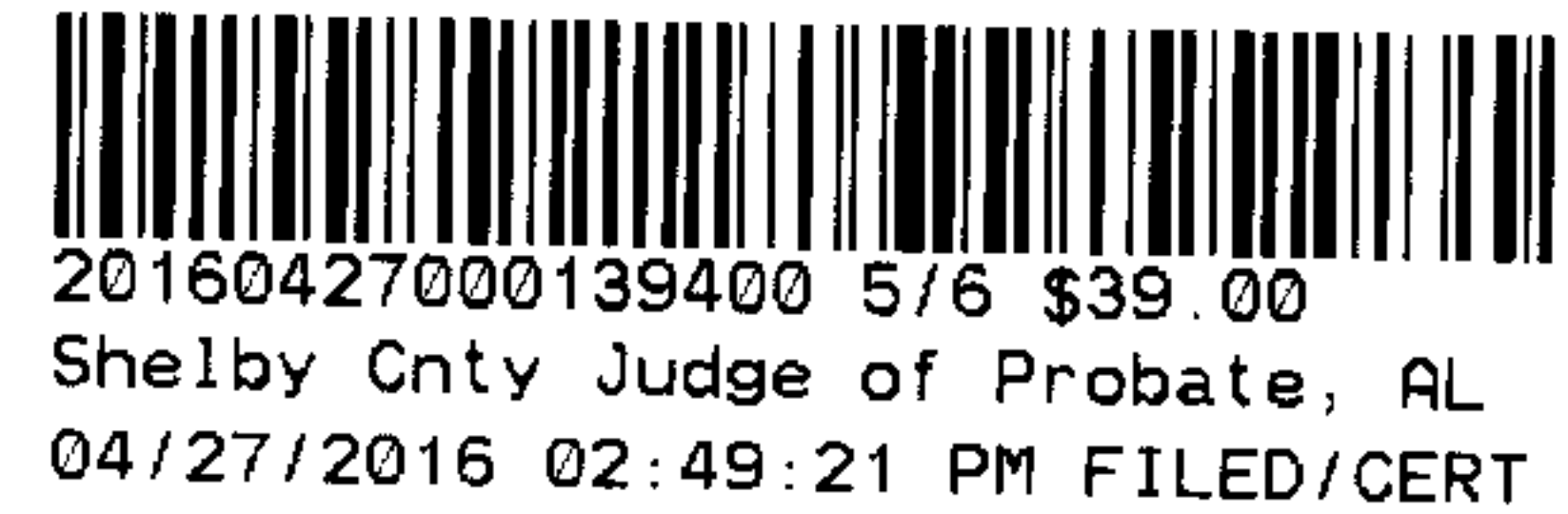
BORROWER IS THE RECORD TITLE HOLDER AND OWNER OF THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

ALL TERMS USED IN THIS SCHEDULE A (AND NOT OTHERWISE DEFINED IN THIS SCHEDULE A) SHALL HAVE THE MEANING, IF ANY, ASCRIBED TO SUCH TERM UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED AND IN FORCE IN THE JURISDICTION IN WHICH THIS FINANCING STATEMENT HAS BEEN FILED/RECORDED (THE "U.C.C.").

WITH RESPECT TO ANY FINANCING STATEMENT TO WHICH THIS SCHEDULE A IS ATTACHED, THE TERM "BORROWER" SHALL MEAN "DEBTOR" AS SUCH TERM IS DEFINED IN THE CODE.



Exhibit A  
Legal Description



Phase I:

Parcel I: (Fee)

Lot 15, Cahaba Park South, 1st Addition as recorded in Map Book 153, page 49, in the Probate Office of Jefferson County, Alabama; being situated in Jefferson County, Alabama.

Parcel II: (Fee)

Lot B, Cahaba Park South, 1st Addition, Resurvey No. 1 as recorded in Map Book 159, page 15, in the Probate Office of Jefferson County, Alabama, being situated in Jefferson County, Alabama.

Parcel III: (Signage Easement)

A non-exclusive easement to construct and maintain signage on a structure not exceeding fourteen feet in height and eight feet in width on the 10' by 10' easement for signage in the Southwestern corner of Lot 13-D, as shown on Resurvey No. 2 of Cahaba Park South, recorded in Map Book 13, page 57, in the Probate Office of Shelby County, Alabama.

Phase II:

Parcel IV: (Fee)

Lot A, Cahaba Park South, 1st Addition Resurvey No. 1 as recorded in Map Book 159, page 15, in the Probate Office of Jefferson County, Alabama.

Parcel V: (Easement)

A 30.00 foot wide easement for ingress and egress across Parcel I (also described in Lot 15, according to the plat of Cahaba Park South 1st Addition), 15.00 feet each side of the following described centerline, situated in the Southwest Quarter of the Southwest Quarter of Section 25, Township 18 South, Range 2 West, Jefferson County, Alabama.

Commence at the Southeast corner of said Southwest Quarter of the Southwest Quarter; thence West along the South line of said Southwest Quarter of the Southwest Quarter a distance of 350.21 feet to the East right of way line of Cahaba Park Circle, said point being the P.C. (point of curve) of a curve to the left having a central angle of 69 degrees 38 minutes 34 seconds and a radius of 195.00 feet; thence turn 90 degrees 00 minutes to the right (angle measured to tangent) and run Northwesterly and along the arc of said curve a distance of 237.02 feet to a point on said right of way of said Cahaba Park Circle, said point being the point of beginning of said centerline of said easement; thence turn 90 degrees 00 minutes to the P.C. (point of curve) of a curve to the right having a central angle of 18 degrees 46 minutes 09 seconds and a radius of 118.77 feet; thence turn 109 degrees 38 minutes 13 seconds to the left (angle measured to tangent) and run Westerly and along the arc of said curve and said centerline of an easement a distance of 38.91 feet to the P.T. (point of tangent); thence continue Westerly and tangent to said curve a distance of 35.13 feet to the P.C. (point of curve) of a curve to the right having a central angle of 30 degrees 22 minutes 29 seconds and a radius of 75.00 feet; thence Northwesterly and along the arc of said centerline a distance of 39.76 feet to the P.T. (point of tangent); thence continue Northwesterly and tangent to said curve a distance of 129.03 feet to a point; thence turn 44 degrees 58 minutes 22 seconds to the left and run Westerly a distance of 43.35 feet to a point on the Westerly line

of Lot 15, Cahaba Park South 1st Addition and end of said centerline; being situated in Jefferson County, Alabama.


Other Interests:

Parcel VI: (Easement)

Detention pond drainage access easement as set forth in that certain Agreement dated August 7, 1985, by and among Investment Southeastern, Ltd., Kovach-Eddleman Properties, and 280 Associates, Ltd., as recorded in Real 2748, Page 377, in the Probate Office of Jefferson County, Alabama, and as further recorded in Real 38, Page 71 in the Probate Office of Shelby County, Alabama.

Parcel VII: (Easement)

Non-exclusive access easement as set forth in that certain Reciprocal Easement Agreement dated August 7, 1985, by and among Investment Southeastern, Ltd., Kovach-Eddleman Properties, and 280 Associates, Ltd., as recorded in Real 2748, Page 384, in the Probate Office of Jefferson County, Alabama, and as further recorded in Real 38, Page 59, in the Probate Office of Shelby County, Alabama.

  
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