

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



20160429000142700 1/3 \$33.00
Shelby Cnty Judge of Probate, AL
04/29/2016 02:18:54 PM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER (optional) Julie McGovern, Esquire (202) 349-2472
B. E-MAIL CONTACT AT FILER (optional) jmcgovern@renocavanaugh.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Julie McGovern, Esq.</div> <div>Reno & Cavanaugh, PLLC</div> <div>455 Massachusetts Avenue, N.W., Suite 400</div> <div>Washington, D.C. 20001</div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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)

OR	1a. ORGANIZATION'S NAME Mountain View Village, Ltd			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 730 N. Dean Road, Suite 100		CITY Auburn	STATE AL	POSTAL CODE 36830
			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)

OR	2a. ORGANIZATION'S NAME			
	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)

OR	3a. ORGANIZATION'S NAME The Housing Authority of the City of Columbiana, Alabama			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 111 Alabama Avenue		CITY Columbiana	STATE AL	POSTAL CODE 35051
			COUNTRY USA	

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

See Exhibit A attached hereto

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 <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
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7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
FOR FILING WITH: County of Shelby

International Association of Commercial Administrators (IACA)


EXHIBIT A TO FINANCING STATEMENT

Collateral Description

Exhibit A to Uniform Commercial Code (“UCC”) Financing Statement (Form UCC-1) (this “Financing Statement”) naming **MOUNTAIN VIEW VILLAGE, LTD.**, an Alabama limited partnership, as debtor (“**Debtor**”) and **THE HOUSING AUTHORITY OF THE CITY OF COLUMBIANA, ALABAMA** as secured party (“**Secured Party**”).

COLLATERAL DESCRIPTION. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Authority Capital Funds Mortgage and Security Agreement, dated as of even date herewith, between Debtor and Secured Party (the “**Mortgage**”). This Financing Statement covers all personal property and fixtures included in the real property described on Schedule 1 attached hereto (the “**Collateral**”) all rights, remedies and powers of a secured party under the Uniform Commercial Code of the State of Alabama (the “**Code**”) with reference to the Collateral or any other items in which a security interest has been granted herein, including without limitation the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Code after default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order.

The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of the Mortgage with respect to any property therein that is real property or which the parties have agreed to treat as real property. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of the Secured Party as set forth in the Mortgage or the priority of the Secured Party’s lien created thereby, and this Financing Statement is declared to be for the protection of the Secured Party if any court shall at any time hold that notice of the Secured Party’s priority of interest in any property or interests described in the Mortgage must, in order to be effective against a particular class of persons be filed in the UCC records.


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Schedule 1 to Exhibit A

Legal Description

A TRACT OR PARCEL OF LAND CONTAINING 9.41 ACRES LOCATED IN AND BEING A PART OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT A 1/2" REBAR AND CAP STAMPED PRECISION CA-788 AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA GO SOUTH 88°34'08" EAST 679.30 FEET TO A DISTURBED 1/2" REBAR & CAP STAMPED PRECISION CA-788; THENCE SOUTH 00°41'53" WEST 601.47 FEET TO A DISTURBED 1" PINCHED PIPE; THENCE NORTH 88°46'13" WEST 681.00 FEET TO A BROKEN 1" OPEN TOP PIPE; THENCE NORTH 00°51'43" EAST 603.84 FEET TO THE POINT OF BEGINNING.

