

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Return to:  
Katrina Haynes  
First National Financial Title Services, Inc.  
120 Interstate North Parkway, Suite # 108  
Atlanta, GA 30339  
770-916-4353

20161206000445290 1/11 \$50.00  
Shelby Cnty Judge of Probate, AL  
12/06/2016 01:40:31 PM FILED/CERT

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  
**ARIUM INVERNESS OWNER, LLC**

1b. INDIVIDUAL'S SURNAME

1c. MAILING ADDRESS  
**3340 Peachtree Road, NE, Suite 2250**

CITY  
**Atlanta**

STATE  
**GA**

POSTAL CODE  
**30326**

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

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  
**FEDERAL HOME LOAN MORTGAGE CORPORATION**

3b. INDIVIDUAL'S SURNAME

3c. MAILING ADDRESS  
**8200 Jones Branch Drive**

CITY  
**McLean**

STATE  
**VA**

POSTAL CODE  
**22102**

COUNTRY  
**USA**

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

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.

Used as additional collateral to the mortgage recorded in mortgage book \_\_\_\_\_, page \_\_\_\_\_ for  
\$ \_\_\_\_\_.

20161206000445280

Freddie Mac Loan No. 932480551

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Arium Inverness (Local – Shelby, Alabama)

## 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

**ARIUM INVERNESS OWNER, LLC**

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20161206000445290 2/11 \$50.00  
Shelby Cnty Judge of Probate, AL  
12/06/2016 01:40:31 PM FILED/CERT

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

OR

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)

11a. ORGANIZATION'S NAME

**JONES LANG LASALLE MULTIFAMILY, LLC**

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

**3344 Peachtree Road NE, Suite 1100**

CITY

**Atlanta**

STATE

**GA**

POSTAL CODE

**30326**

COUNTRY

**USA**

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 application)

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:

See Exhibit A attached hereto and made a part hereof.

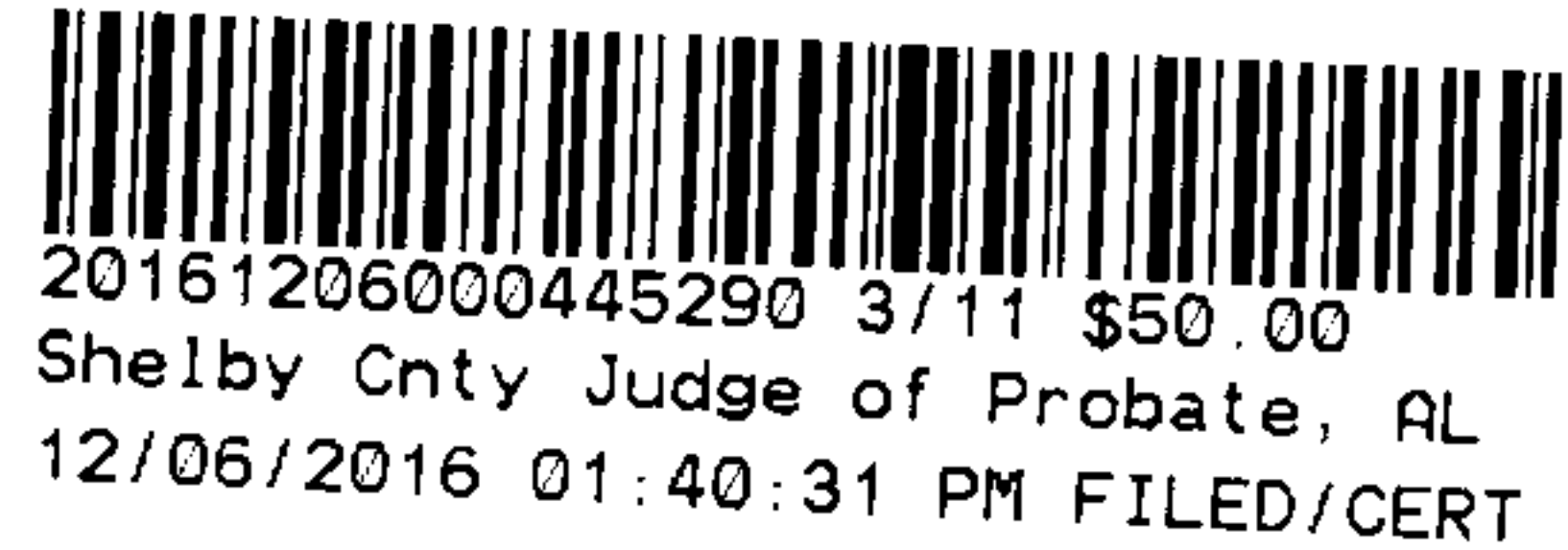
17. MISCELLANEOUS:



## **EXHIBIT A**

### **Legal Description**

(Arium Inverness)



Phase I:

Parcel One:

Beginning at the Southwest corner of the NW 1/4 of the NW 1/4, Section 36, Township 18 South, Range 2 West, run North along the West boundary of said quarter-quarter a distance of 83.35 feet; thence right 45 deg. 06 min. a distance of 63.10 feet; thence left 49 deg. 11 min. 30 sec. a distance of 170.35 feet; thence right 24 deg. 46 min. a distance of 588.26 feet; thence left 36 deg. 03 min. a distance of 156.52 feet; thence right 37 deg. 27 min. a distance of 135.37 feet; thence right 89 deg. 18 min. 30 sec. a distance of 119.33 feet; thence left 80 deg. 18 min. along a traverse line which approximates the water's edge of Lake Dixie, said water's edge being the true property line, a distance of 204.08 feet; thence right 80 deg. 48 min. and continuing along said traverse line a distance of 265.33 feet; thence left 17 deg. 25 min. a distance of 77.06 feet; thence right 5 deg. 11 min. a distance of 65.07 feet; thence right 51 deg. 03 min. a distance of 94.44 feet; thence right 43 deg. 56 min. a distance of 132.54 feet; thence right 18 deg. 31 min. a distance of 230.34 feet; thence right 6 deg. 55 min. a distance of 142.56 feet; thence left 85 deg. 30 min. a distance of 251.21 feet, which ends the traverse line approximating the water's edge of Lake Dixie, the remaining being the description of the exact property line of the land herein described; thence right 46 deg. 22 min. a distance of 420.00 feet; thence right 91 deg. 07 min. a distance of 271.66 feet; thence left 88 deg. 53 min. a distance of 60.01 feet; thence right 91 deg. 07 min. a distance of 548.37 feet to the point of beginning.

AND:

Beginning at the S.E. Corner of the NE 1/4 of the NW 1/4, Section 36, Township 18 South, Range 2 West, run North along the East boundary of said 1/4 - 1/4 a distance of 83.35 feet; thence right 45 deg. 06 min. a distance of 63.10 feet; thence left 49 deg. 11 min. 30 sec. a distance of 170.55 feet; thence left 155 deg. 14 min. along the centerline of a road easement having a width of 30 feet on each side of the center line, a distance of 61.00 feet to the point of tangency of curve to the left; thence left along the arc of the curve having a radius of 880.67 feet, a distance of 199.15 feet through an angle of 12 deg. 57 min. 23 sec.; thence continue along the projected tangent to the aforementioned curve a distance of 47.12 feet to the South boundary of said 1/4 - 1/4 Section; thence left 95 deg. 39 min. 01 sec. along said South boundary a distance of 44.10 feet to the point of beginning.

Parcel Two:

A non-exclusive easement for ingress and egress and the installation of utilities, 60 feet in width being 30-feet on each side of centerline described as follows:

From the SE corner of the NE 1/4 of the NW 1/4, Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, run West along the South boundary of said 1/4-1/4 a distance of 44.10 feet to the point of beginning; thence, 30 feet each side of a line described as:

From the said 1/4-1/4 line, turn an angle to the right of 95 deg. 39' 07" and go 47.13 feet; thence right along the arc of a curve with a radius of 280.67 feet, a distance of 199.15 feet; thence along the tangent line to said curve a distance of 570.51 feet; thence, along a curve to the left with a radius of 242.04 feet a distance of 152.29 feet; thence, along the arc of a curve to the right with a radius of 232.35 feet a distance of 42.38 feet, said point being the end of this easement.

Said easement being originally created by Instrument recorded in Real record 13, Page 426 in the Probate Office of Shelby County, Alabama.



Parcel Three:

From the NW corner of the NW 1/4 of the NE 1/4, Section 36, Township 18 South, Range 2 West, run South along the West boundary of said 1/4-1/4 a distance of 370.01 feet; thence left 88 deg. 01' 30" a distance of 212.71 feet to the point of beginning, said point on the centerline of a road, said centerline being a curve to the right with a radius of 232.35 feet; thence turn left 97 deg. 53' 56" to the tangent of said curve and follow the arc of the curve a distance of 109.49 feet to the point of tangency of said curve; thence continue along the projection of said tangent a distance of 56.61 feet.

Said easement being originally created by Instrument recorded in Real record 028, Page 673 in the Probate Office of Shelby County, Alabama.

TOGETHER with those certain easements which benefit the property being insured herein, more particularly described in: Real 361, Page 805; Real 361 Page 819; Real 140, Page 380, as amended in Real 172, Page 787; Real 140, Page 367 as amended in Real 172, Page 794; Real 164, Page 422; Real 164, Page 465, and Real 172, Page 812.

Phase II:

A parcel of land situated in the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and from the East line of said 1/4 -1/4 Section turn an angle to the left of 68° 16' 22" and run in a Northwesterly direction a distance of 104.15 feet to a point; thence turn an interior angle of 203° 16' 04" and run to the left in a Westerly direction a distance of 66.00 feet to a point; thence turn an interior angle of 90° 00' 00" and run to the right in a Northerly direction a distance of 70.00 feet to a point; thence turn an interior angle of 270° 00' 00" and run to the left in a Westerly direction a distance of 7.5 feet to a point; thence turn an interior angle of 90° 00' 00" and run to the right in a Northerly direction a distance of 6.0 feet to a point; thence turn an interior angle of 90° 00' 00" and run to the right in an Easterly direction a distance of 7.5 feet to a point; thence turn an interior angle of 270° 00' 00" and run to the left in a Northerly direction a distance of 58.00 feet to a point; thence turn an interior angle of 270° 00' 00" and run to the left in a Westerly direction a distance of 10.0 feet to a point; thence turn an interior angle of 270° 00' 00" and run to the right in a Northerly direction a distance of 10.70 feet to a point; thence turn an interior angle of 253° 37' 30" and run to the left in a Westerly direction a distance of 327.05 feet to a point; thence turn an interior angle of 103° 30' 15" and run to the right in a Northerly direction a distance of 230.00 feet to a point; thence turn an interior angle of 226° 21' 56" and run to the left in a Northwesterly direction a distance of 251.21 feet to a point; thence turn an interior angle of 94° 29' 04" and run to the right in a Northeasterly direction a distance of 142.56 feet to a point; thence turn an interior angle of 186° 55' 00" and run to the left in a Northeasterly direction a distance of 230.34 feet to a point; thence turn an interior angle of 198° 31' 00" and run to the right in a Northeasterly direction a distance of 132.54 feet to a point; thence turn an interior angle of 223° 56' 00" and run to the left in a Northwesterly direction a distance of 94.44 feet to a point; thence turn an interior angle of 231° 03' 00" and run to the left in a Northwesterly direction a distance of 65.07 feet to a point; thence turn an interior angle of 185° 11' 00" and run to the left in a Westerly direction a distance of 77.06 feet to a point; thence turn an interior angle of 162° 35' 00" and run to the right in a Northwesterly direction a distance of 107.00 feet to a point; thence turn an interior angle of 70° 49' 13" and run to the right in a Northeasterly direction a distance of 164.21 feet to a point; thence turn an interior angle of 101° 45' 33" and run to the right in a Southeasterly direction a distance of 676.55 feet to a point on the East line of the Northwest 1/4 of the Northeast 1/4 of Section 36; thence turn an interior angle of 119° 43' 03" and run to the right in a Southerly direction along the East line of said 1/4-1/4 Section a distance of 1029.58 feet to the point of beginning.

Together with all rights, title and interest of Borrower in and to those certain rights contained in those certain Easements recorded in:

Real Volume 140, Page 380, amended by Real Volume 172, Page 787; Reel Volume 164, Page 433, Real Volume 140, Page 401 and amended by Real Volume 172, Page 801, Real Volume 164, Page 382 and amended by Real Volume 172, Page 807; Real Volume 164, Page 375 and Real Volume 164, Page 408 in the Probate Office of Shelby County, Alabama.



Phase III:

A part of land situated in the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 36 Township 18 South, Range 2 West, Shelby County, Alabama, and from the East line of said 1/4-1/4 Section, turn an angle of 50° 21' 41" to the right and run in a Southwesterly direction a distance of 447.65 feet to a point; thence turn an interior angle of 107° 32' 48" and run to the right in a Northwesterly direction a distance of 581.40 feet to a point; thence turn an interior angle of 30° 08' 54" and run to the right in an Easterly direction a distance of 64.47 feet to a point; thence turn an interior angle of 271° 22' 10" and run to the left in a Northerly direction a distance of 60.02 feet to a point; thence turn an interior angle of 88° 50' 58" and run to the right in an Easterly direction a distance of 270.67 feet to a point; thence turn an interior angle of 271° 07' 03" and run to the left in a Northerly direction a distance of 190.00 feet to a point; thence turn an interior angle of 76° 29' 45" and run to the right in a Southeasterly direction a distance of 327.05 feet to a point; thence turn an interior angle of 106° 22' 30" and run to the right in a Southerly direction a distance of 12.70 feet to a point; thence turn an interior angle of 270° 00' 00" and run to the left in an Easterly direction a distance of 10.00 feet to a point; thence turn an interior angle of 90° 00' 00" and run to the right in a Southerly direction a distance of 56.00 feet to a point; thence turn an interior angle of 90° 00' 00" and run to the right in a Westerly direction a distance of 7.50 feet to a point; thence turn an interior angle of 270° 00' 00" and run to the left in a Southerly direction a distance of 6.00 feet to a point; thence turn an interior angle of 270° 00' 00" and run to the left in an Easterly direction a distance of 7.50 feet to a point; thence turn an interior angle of 90° 00' 00" and run to the right in a Southerly direction a distance of 70.00 feet to a point; thence turn an interior angle of 270° 00' 00" and run to the left in an Easterly direction a distance of 66.00 feet to a point; thence turn an interior angle of 156° 43' 56" and run to the right in a Southeasterly direction a distance of 104.15 feet to the point of beginning.

Together with those certain right, easements, and privileges for the benefit of the above described parcel of land created by the following described instruments recorded in the Office of the Judge of Probate of Shelby County, Alabama, to-wit:

(a) Sanitary Sewer Easement recorded in Real Volume 140, Page 391, refiled in Real Volume 164, Page 398 in the Probate Office of Shelby County, Alabama.

(b) Sanitary Sewer Easement recorded in Real 164, Page 382 and amended by Real Volume 172, Page 807, in the Probate Office of Shelby County, Alabama.

(c) Sanitary Sewer Easement recorded in Real Volume 164, Page 450 in the Probate Office of Shelby County, Alabama.

(d) General Utilities Easement recorded in Real Volume 172, Page 812 and Real Volume 164, Page 408, in the Probate Office of Shelby County, Alabama.

(e) Easement for Ingress and Egress recorded in Real Volume 140, Page 367, refiled in Real Volume 164, Page 465 and amended by Real Volume 172, Page 794 in the Probate Office of Shelby County, Alabama.

(f) Easement for ingress and egress recorded in Real Volume 164, Page 433, in the Probate Office of Shelby County, Alabama.

(g) Grant of Easement recorded in Real 172, Page 821, in the Probate Office of Shelby County, Alabama.

Phase IV:

PARCEL I:

Lots 3 and 4, according to the Survey of Heatherbrooke Office Park, as recorded in Map Book 12, Page 2, in the Probate Office of Shelby County, Alabama.



**PARCEL II:**

Lot 2-B, according to a Resurvey of Lot 2, Heatherbrooke Office Park, recorded in Map Book 12, Page 36, in the Probate Office of Shelby County, Alabama.

**PARCEL III:**

Lots 1-B and 1-C, according to Colonial Properties Survey of part of Lot 1, Heatherbrooke Office Park, recorded in Map Book 15, Page 46, in the Probate Office of Shelby County, Alabama.

**PART OF LOT 1C**

A PART OF LOT 1C, ACCORDING TO THE SURVEY OF HEATHERBROOKE OFFICE PARK, AS RECORDED IN MAP BOOK 12, PAGE 2, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT THAT IS S49°49'31"W 447.65', S49°49'13"W 382.12' AND S50°07'48"W 164.51' FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND RUNNING THENCE S50°07'48"W 335.00' TO A FOUND IRON PIN, THENCE N52°03'57"W 113.00' TO A SET IRON PIN, THENCE N10°09'58"E 335.81' TO A FOUND IRON PIN, THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 530.00', AN ARC LENGTH OF 187.69', AND A CHORD BEARING AND DISTANCE OF S88°17'51"E 186.72', THENCE S12°26'41"E 126.73', THENCE S52°32'12"E 92.00' TO THE POINT OF BEGINNING. CONTAINING 1.91 ACRES MORE OR LESS.

**LESS AND EXCEPT:**

General Warranty Deed from Colonial Realty Limited Partnership, a Delaware limited partnership to The Cahaba Girl Scout Council, dated November 22, 1994, recorded November 22, 1994, in Instrument No. 1994-34762, aforesaid records.

General Warranty Deed from Colonial Realty Limited Partnership, a Delaware limited partnership to Odyssey Child Development, Inc., a Alabama corporation, dated December 5, 1994, recorded December 9, 1994, in Instrument No. 1994-36216, aforesaid records.

Lot 1-B recorded in Affidavit of Scrivener's Error recorded January 25, 1994, in Instrument No. 1994-02655, aforesaid records.

Together with Roadway, Slope and Signage Easement by and between Mrs. A. H. Green and Colonial Realty Limited Partnership, a Delaware limited partnership recorded January 11, 1996, in Instrument No. 1996-00974, aforesaid records; as amended by the First Amendment to Roadway, Slope and Signage Easement recorded in Instrument No. 20130924000383640, aforesaid records.

Together with the easement as set forth in Roadway, Slope and Signage Easement by and between Mrs. A. H. Green and Colonial Realty Limited Partnership, a Delaware limited partnership recorded January 11, 1996, in Instrument No. 1996-00974, aforesaid records; as amended by the First Amendment to Roadway, Slope and Signage Easement recorded in Instrument No. 20130924000383640, aforesaid records, as shown on Survey by Bryan Shirley, under supervision of American National, LLC, dated May 16, 2014, last revised May 22, 2014, Job No. 20140246-3.

Also described as (pertaining to all):

**PHASE 1**

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND RUNNING THENCE N88°08'57"W 13.95' TO A POINT ON THE EAST



RIGHT-OF-WAY OF KENLEY WAY; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N09°55'00"E 66.68'; THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 169.75', A RADIUS OF 750.67', A CHORD BEARING OF N14°02'27"E AND A CHORD LENGTH OF 169.39'; THENCE N20°31'08"E 570.51'; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 171.17', A RADIUS OF 272.04', A CHORD BEARING OF N02°29'38"E AND A CHORD LENGTH OF 168.36'; THENCE ALONG A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 132.26', A RADIUS OF 202.35', A CHORD BEARING OF N03°11'38"E AND A CHORD LENGTH OF 129.92'; THENCE N21°54'54"E 56.23'; THENCE LEAVING SAID RIGHT-OF-WAY S68°44'22"E 90.60'; THENCE N30°57'38"E 204.08'; THENCE S68°14'22"E 158.33'; THENCE S68°14'22"E 107.00'; THENCE S85°39'22"E 77.06'; THENCE S80°28'22"E 65.07'; THENCE S29°25'22"E 94.44'; THENCE S14°30'38"W 132.54'; THENCE S33°01'38"W 230.34'; THENCE S39°56'38"W 142.56'; THENCE S45°34'18"E 251.21'; THENCE S00°47'38"W 57.69'; THENCE S00°47'38"W 172.31'; THENCE S00°47'38"W 190.00'; THENCE N88°05'22"W 270.87'; THENCE S00°45'39"W 60.02'; THENCE N87°52'11"W 247.62'; THENCE N88°22'29"W 121.88'; THENCE N88°22'52"W 179.98'; TO THE POINT OF BEGINNING. CONTAINING 17.41 ACRES MORE OR LESS.

#### PHASE II

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND RUNNING THENCE N68°48'32"W 104.15'; THENCE S87°55'23"W 66.00'; THENCE N02°04'37"W 70.00'; THENCE S86°02'23"W 7.50'; THENCE N03°57'37"W 6.00'; THENCE N86°02'23"E 7.50'; THENCE N03°57'37"W 56.00'; THENCE S87°55'23"W 10.00'; THENCE N02°04'37"W 12.70'; THENCE N75°35'43"W 325.10'; THENCE N00°47'38"E 172.31'; THENCE N00°47'38"E 57.69'; THENCE N45°34'18"W 251.21'; THENCE N39°56'38"E 142.56'; THENCE N33°01'38"E 230.34'; THENCE N14°30'38"E 132.54'; THENCE N29°25'22"W 94.44'; THENCE N80°28'22"W 65.07'; THENCE N85°39'22"W 77.06'; THENCE N68°14'22"W 107.00'; THENCE N40°56'25"E 164.21'; THENCE S60°49'08"E 676.55'; THENCE S00°32'11"E 1029.58' TO THE POINT OF BEGINNING. CONTAINING 12.40 ACRES MORE OR LESS.

#### PHASE III

A PART OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

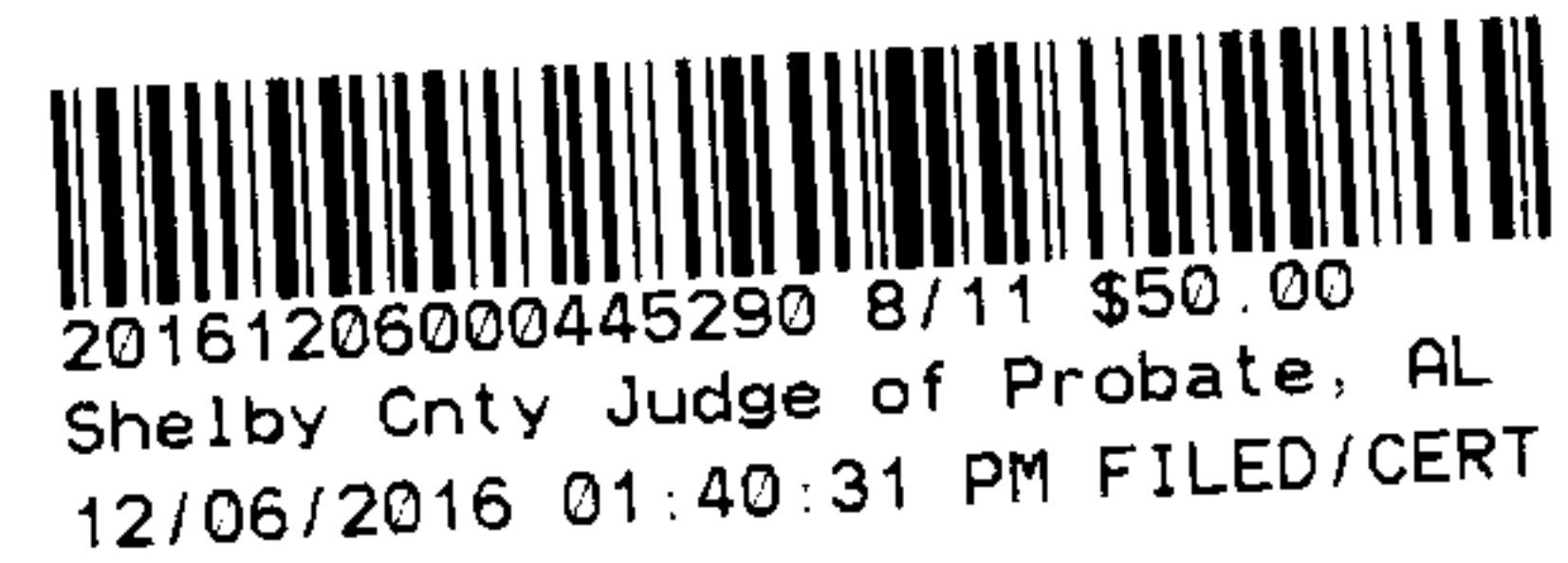
BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND RUNNING THENCE S49°49'31"W 447.65'; THENCE N57°43'17"W 581.38'; THENCE S87°52'11"E 64.25'; THENCE N00°45'39"E 60.02'; THENCE S88°05'22"E 270.87'; THENCE N00°47'38"E 190.00'; THENCE S75°35'43"E 325.10'; THENCE S02°04'37"E 12.70'; THENCE N87°55'23"E 10.00'; THENCE S03°57'37"E 56.00'; THENCE S86°02'23"W 7.50'; THENCE S03°57'37"E 6.00'; THENCE N86°02'23"E 7.50'; THENCE S02°04'37"E 70.00'; THENCE N87°55'23"E 66.00'; THENCE S68°48'32"E 104.15' TO THE POINT OF BEGINNING. CONTAINING 4.89 ACRES MORE OR LESS.

#### PHASE IV

##### PARCEL I:

LOTS 3 AND 4, ACCORDING TO THE SURVEY OF HEATHERBROOKE OFFICE PARK, AS RECORDED IN MAP BOOK 12, PAGE 2, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.





PARCEL II:

LOT 2-B, ACCORDING TO A RESURVEY OF LOT 2, HEATHERBROOKE OFFICE PARK, RECORDED IN MAP BOOK 12, PAGE 36, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL III:

LOTS 1-B AND 1-C, ACCORDING TO COLONIAL PROPERTIES SURVEY OF PART OF LOT 1, HEATHERBROOKE OFFICE PARK, RECORDED IN MAP BOOK 15, PAGE 46, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PART OF LOT 1C

A PART OF LOT 1C, ACCORDING TO THE SURVEY OF HEATHERBROOKE OFFICE PARK, AS RECORDED IN MAP BOOK 15, PAGE 46, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT THAT IS S49°49'31"W 447.65', S49°49'13"W 382.12' AND S50°07'48"W 164.51' FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND RUNNING THENCE S50°07'48"W 335.00' TO A FOUND IRON PIN, THENCE N52°03'57"W 113.00' TO A SET IRON PIN, THENCE N10°09'58"E 335.81' TO A FOUND IRON PIN, THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 530.00', AN ARC LENGTH OF 187.69', AND A CHORD BEARING AND DISTANCE OF S88°17'51"E 186.72', THENCE S12°26'41"E 126.73', THENCE S52°32'12"E 92.00' TO THE POINT OF BEGINNING. CONTAINING 1.91 ACRES MORE OR LESS.

LESS AND EXCEPT:

GENERAL WARRANTY DEED FROM COLONIAL REALTY LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP TO THE CAHABA GIRL SCOUT COUNCIL, DATED NOVEMBER 22, 1994, RECORDED NOVEMBER 22, 1994, IN INSTRUMENT NO. 1994-34762, AFORESAID RECORDS.

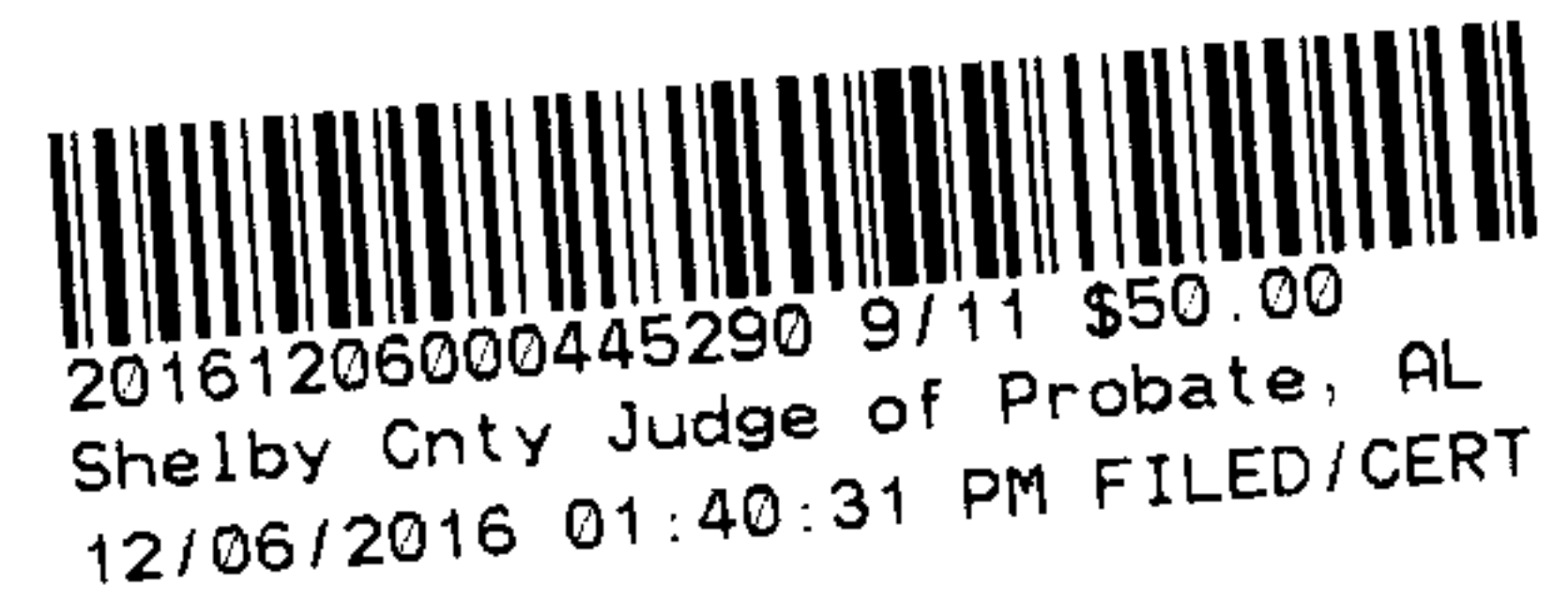
GENERAL WARRANTY DEED FROM COLONIAL REALTY LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP TO ODYSSEY CHILD DEVELOPMENT, INC., A ALABAMA CORPORATION, DATED DECEMBER 5, 1994, RECORDED DECEMBER 9, 1994, IN INSTRUMENT NO. 1994-36216, AFORESAID RECORDS.

LOT 1-B RECORDED IN AFFIDAVIT OF SCRIVENER'S ERROR RECORDED JANUARY 25, 1994, IN INSTRUMENT NO. 1994-02655, AFORESAID RECORDS.



**FINANCING STATEMENT  
EXHIBIT B**

(Revised 7-17-2014)



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

- (1) **"Fixtures,"** which means all property owned by Debtor which is attached to the real property described in Exhibit A ("**Land**") and/or the improvements located on the Land ("**Improvements**") ("**Property**" means the Land and/or the Improvements) so as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators and 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.
- (2) **"Personalty,"** which means all of the following:
  - (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 Land or in the Improvements, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
  - (iv) Any operating agreements relating to the Land or the Improvements.
  - (v) Any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.
  - (vi) All other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land and including subsidy or similar payments received from any sources, including a "**Governmental Authority**" (defined as any board, commission, department, agency or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Property, or the use, operation or improvement of the Property, or over Debtor).



- (vii) Any rights of Debtor in or under any letter of credit required under the terms of the Multifamily Loan and Security Agreement ("**Loan Agreement**") evidencing and securing the loan secured by this financing statement ("**Loan**").
- (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 Land or the Improvements, or both, 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 Land, the Improvements, the Fixtures, the Personalty or any other part of the Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement.
- (5) All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, or if Debtor's interest in the Land is pursuant to a ground lease, the ground lease and the leasehold estate created by such ground lease ("**Leasehold Estate**"), the Improvements, 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 Land, the Improvements, 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 of such a taking.
- (6) All contracts, options and other agreements for the sale of the Land, or the Leasehold Estate, as applicable, the Improvements, 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.
- (7) All "**Rents**," which means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, 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.
- (8) All "**Leases**," which means all present and future leases, subleases, licenses, concessions or grants or other possessory interests in force now or after the date this financing statement is recorded or filed, 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.
- (9) All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Property, and all undisbursed proceeds of the Loan.
- (10) All "**Imposition Reserve Deposits**," which means 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.



- (11) All refunds or rebates of Imposition Reserve Deposits by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded or filed).
- (12) 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.
- (13) 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 Loan Agreement).
- (14) 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:
  - (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 ("**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, existing or arising after the date this financing statement is recorded or filed.
  - (iii) All rights, liens and security interests or guarantees existing or following the date this financing statement is recorded, 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 items listed in items 14(i) through (iii), whether existing now or created after the date this financing statement is recorded or filed.
  - (v) All cash and non-cash proceeds and products of any of the items listed in items 14(i) through (iv).
- (15) Reserved.
- (16) All other assets of Debtor, whether now owned or acquired after the date this financing statement is recorded or filed.
- (17) 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.