

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

20170327000102010 1/7 \$42.00
Shelby Cnty Judge of Probate, AL
03/27/2017 01:33:23 PM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)
Michael P. Van Voorhis, Esquire Troutman Sanders LLP Post Office Box 1122 Richmond, Virginia 23218

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only <u>one</u> 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 <input type="checkbox"/> and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)				
OR	1a. ORGANIZATION'S NAME PAC RETREAT AT GREYSTONE, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3284 Northside Parkway, Suite 150 Attention: Jeffrey R. Sprain		CITY Atlanta	STATE GA	POSTAL CODE 30327
				COUNTRY USA
2. DEBTOR'S NAME: Provide only <u>one</u> 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 <input type="checkbox"/> 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 <u>one</u> Secured Party name (3a or 3b)				
OR	3a. ORGANIZATION'S NAME FEDERAL HOME LOAN MORTGAGE CORPORATION			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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.

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Used as additional collateral to the mortgage recorded in mortgage book _____, page _____ for \$35,210,000.00.

Freddie Mac Loan Number: 708675107

Freddie Mac Facility Rollup Number: 504210092

Freddie Mac Deal Number: 170201

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> 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
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

Retreat at Greystone (Local – Shelby County, AL)

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

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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

PAC RETREAT AT GREYSTONE, LLC

OR

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

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

OR

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 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


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Legal Description

Lots 1, 3 and 4 and Greystone Oaks Drive, The Retreat At Greystone, as shown on plat recorded in the office of the Judge of Probate of Shelby County, Alabama in Map Book 44, Page 123.

Said parcel is more particularly described by metes and bounds as follows: All that tract or parcel of land lying and being in the Northeast Quarter of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commencing at a 1" iron rod found marking the Northwest Corner of the Southwest Quarter of the Northeast Quarter of said Section 29; said point also being the Point of Beginning. THENCE, from the Point of Beginning and northerly along the westerly line of the Northeast Quarter of Section 29 on a bearing of North 00 degrees 17 minutes 39 seconds West, for a distance of 221.77 feet to a #4 capped rebar set on the common property line with Water Works Sewer Board of the City of Birmingham; THENCE easterly leaving the westerly line of the Northeast Quarter of Section 29 along said common property line on a bearing of North 88 degrees 54 minutes 06 seconds East, for a distance of 1,329.26 feet to a 1" axle found; THENCE, southerly continuing along said common property line on a bearing of South 00 degrees 10 minutes 40 seconds East, for a distance of 223.99 feet to a 1" crimped top pipe found marking the Northeast Corner of the Southwest Quarter of the Northeast Quarter of said Section 29; THENCE, southeasterly leaving said corner on a bearing of South 63 degrees 46 minutes 50 seconds East, for a distance of 420.57 feet to a #4 capped rebar set on the westerly right-of-way of Alabama Highway 119; THENCE, southwesterly along said westerly right-of-way of Alabama Highway 119 on a bearing of South 25 degrees 06 minutes 03 seconds West, for a distance of 354.58 feet to a #4 rebar set on the common property line with Morrow Greystone LLC; THENCE, northerly leaving said right-of-way along the common property line with Morrow Greystone LLC following a curve to the left with an arc length of 38.99 feet, having a radius of 25.00 feet and being subtended by a chord with a bearing of North 19 degrees 04 minutes 37 seconds West, for a distance of 35.16 feet to a #4 capped rebar set; THENCE, northwesterly along said common property line on a bearing of North 63 degrees 45 minutes 58 seconds West, for a distance of 286.63 feet to a point; THENCE, westerly along said common property line following a curve to the left with an arc length of 20.28 feet, having a radius of 25.00 feet and being subtended by a chord with a bearing of North 87 degrees 02 minutes 19 seconds West, for a distance of 19.73 feet to a point; THENCE, westerly along said common property line following a curve to the right with an arc length of 102.09 feet, having a radius of 55.00 feet and being subtended by a chord with a bearing of North 57

degrees 09 minutes 45 seconds West, for a distance of 88.05 feet to a #4 capped rebar set; THENCE, westerly along said common property line on a bearing of South 86 degrees 00 minutes 31 seconds West, for a distance of 4.59 feet to a #4 rebar set; THENCE, westerly continuing along said common property line on a bearing of South 25 degrees 04 minutes 48 seconds West, for a distance of 244.12 feet to a #4 capped rebar found on the common property line with Morrow Greystone LLC and Morrow Brothers Leasing Co; THENCE, southerly along the common property line with Morrow Brothers Leasing Co on a bearing of South 25 degrees 02 minutes 16 seconds West, for a distance of 25.02 feet to a capped #4 capped rebar found; THENCE, northwesterly along said common property line on a bearing of North 62 degrees 32 minutes 16 seconds West, for a distance of 64.26 feet to a #4 capped rebar set; THENCE, southwesterly along said common property line on a bearing of South 24 degrees 57 minutes 41 seconds West, for a distance of 257.00 feet to a #4 capped rebar set; THENCE, southwesterly along said common property line on a bearing of South 23 degrees 10 minutes 13 seconds West, for a distance of 264.22 feet to a capped #4 rebar found on the common property line with Morrow Brothers Leasing Co and Morrow Brothers Leasing Co C/O Wiab Properties; THENCE, westerly on a bearing of South 89 degrees 04 minutes 18 seconds West, for a distance of 801.45 feet to a 3" capped pipe found on the common property line with Jack Henry & Associates Inc; THENCE, northerly along said common property line on a bearing of North 00 degrees 13 minutes 10 seconds West, for a distance of 978.30 feet to the POINT OF BEGINNING


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**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.



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- (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.


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