

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Kellie Swift, Esq. Riemer & Braunstein LLP 71 S. Wacker Drive, Suite 3515 Chicago, IL 60606

20171023000383710 1/5 \$38.00
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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 BR GREYSTONE, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Blurock Real Estate, L.L.C., 712 Fifth Avenue, 9th Floor	CITY New York	STATE NY	POSTAL CODE 10019	COUNTRY US

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 KEYBANK NATIONAL ASSOCIATION, AS AGENT				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 225 Franklin Street	CITY Boston	STATE MA	POSTAL CODE 02110	COUNTRY US

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

All assets of the Debtor, whether now owned or hereafter acquired, as more particularly set forth and described in that certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT dated as of October 19, 2017 (the "Mortgage"), granted by Debtor in favor of Secured Party and further described on Schedule A and Exhibit A attached hereto and made a part hereof.

Not subject to Alabama Mortgage Tax.

Mortgage being recorded hereby does not secure a stated or fixed amount of indebtedness, but rather secures only a contingent repayment obligation of the Debtor guarantor under the terms of a Subsidiary Guaranty Agreement

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:

Filed with: AL - Shelby County - CM # 33135.00183

F#599682

A#828655

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 BR 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):

See Schedule A attached hereto and made a part hereof.

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:

See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

SCHEDULE A

The term “**Mortgaged Property**” shall mean and include all of the following described property:

A. **Real Estate**. The land more particularly described on Exhibit A which is annexed hereto and made a part hereof (“**Land**”) together with the improvements and other structures now or hereafter situated thereon (such improvements and other structures being sometimes collectively called the “**Improvements**”) commonly known as and numbered 7278 Cahaba Valley Road, Birmingham, Shelby County, Alabama, together with all rights, privileges, tenements, hereditaments, appurtenances, easements, bridges, rights of way, licenses and permits hereafter belonging to or enuring to the benefit of the Land and all right, title and interest of Debtor in and to the land lying within any street or roadway adjoining any of the Land and all right, title and interest of Debtor in and to any vacated or hereafter vacated streets or roads adjoining any of the Land, any and all reversionary or remainder rights and including, but not limited to, appurtenant rights and easements for access and egress and utility connections, and other rights now or hereafter appurtenant thereto (hereinafter, collectively, the “**Real Estate**”);

B. **Fixtures**. All real estate fixtures or items which by agreement of the parties may be deemed to be such fixtures, now or hereafter owned by Debtor, or in which Debtor has or hereafter obtains an interest, and now or hereafter located in or upon the Real Estate, or now or hereafter attached to, installed in, or used in connection with any of the Real Estate, including, but not limited to, any and all portable or sectional buildings, bathroom, plumbing, heating, lighting, refrigerating, ventilating and air-conditioning apparatus and equipment, garbage incinerators and receptacles, elevators and elevator machinery, boilers, furnaces, stoves, tanks, motors, sprinkler and fire detection and extinguishing systems, doorbell and alarm systems, window shades, screens, awnings, screen doors, storm and other detachable windows and doors, mantels, partitions, built-in cases, counters and other fixtures to the Real Estate whether or not included in the foregoing enumeration (“**Fixtures**”);

C. **Additional Appurtenances**. All bridges, easements, rights of way, licenses, privileges, hereditaments, permits and appurtenances hereafter belonging to or inuring to the benefit of the Real Estate and all right, title and interest of Debtor in and to the land lying within any street or roadway adjoining any of the Real Estate and all right, title and interest of Debtor in and to any vacated or hereafter vacated streets or roads adjoining any of the Real Estate and any and all reversionary or remainder rights (“**Additional Appurtenances**”);

D. **Awards**. All of the right, title and interest of Debtor in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authorities to the present or any subsequent owners of any of the Real Estate or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, including, without limitation, any award or awards, or settlements or payments, or other compensation hereafter made resulting from (x) condemnation proceedings or the taking of the Real Estate, or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, or any part thereof, under the power of eminent domain, or (y) the alteration of grade or the location or discontinuance of any street

adjoining the Land or any portion thereof, or (z) any other injury to or decrease in value of the Mortgaged Property ("**Awards**"):

E. Leases. All leases or subleases now or hereafter entered into of the Real Estate, or any portion thereof, and all rents, issues, profits, revenues, earnings and royalties therefrom, and all right, title and interest of Debtor thereunder, including, without limitation, cash, letters of credit, or securities deposited thereunder to secure performance by the tenants or occupants of their obligations thereunder, whether such cash, letters of credit, or securities are to be held until the expiration of the terms of such leases, subleases or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of such terms including, without limitation, the right to receive and collect the rents thereunder ("**Leases**"); and

G. Personal Property. All tangible and intangible personal property now owned or at any time hereafter acquired by Debtor of every nature and description, and used in any way in connection with the Real Estate, the Fixtures, the Additional Appurtenances, or any other portion of the Mortgaged Property, including, without limitation express or implied upon the generality of the foregoing, all Equipment, Goods, Inventory, Fixtures, Accounts, Instruments, Documents and General Intangibles (as each such capitalized term is defined in the Uniform Commercial Code in effect in the State where the Real Estate is situated (as amended from time to time, the "**UCC**")) and further including, without any such limitation, Debtor's right, title and interest in and to the following whether or not included in the foregoing: materials; supplies; furnishings; chattel paper; money; bank accounts; security deposits; utility deposits; any insurance or tax reserves deposited with Secured Party; any cash collateral deposited with Secured Party; claims to rebates, refunds or abatements of real estate taxes or any other taxes; contract rights; plans and specifications; licenses, permits, approvals and other rights; the rights of Debtor under contracts with respect to the Real Estate or any other portion of the Mortgaged Property; signs, brochures, advertising, subject to any restrictions thereon to the extent such name is licensed from a third party, the name by which the Mortgaged Property is known and any variation of the words thereof, and good will; copyrights, service marks, and all goodwill associated therewith; and trademarks; all proceeds paid for any damage or loss to all or any portion of the Real Estate, the Fixtures, the Additional Appurtenances, any other Personal Property or any other portion of the Mortgaged Property ("**Insurance Proceeds**"); all Awards; all Leases; all books and records; and all proceeds, products, additions, accessions, substitutions and replacements to any one or more of the foregoing (collectively, the "**Personal Property**").

Capital terms used but not otherwise defined herein shall have the meanings as defined in the Mortgage.



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EXHIBIT A
LEGAL DESCRIPTION

Lot 1, according to the Survey of Springs @ Greystone, as recorded in Map Book 35, Page 96, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH:

A Perpetual Grading Easement between Continental 120 Fund LLC and Joseph & Williams L.L.C., recorded November 16, 2005 in Instrument 20051116000598410, in the Probate Office of Shelby County, Alabama, lying in Section 29, Township 18 South, Range 1 West and being more particularly described as follows:

Commencing at the Northeast corner of the Southeast ¼ of the Southwest ¼ of Section 29; thence run South 00°14'00" West along the East line of said ¼ - ¼ for a distance of 104.72 feet to the Point of Beginning; thence South 65°05'02" East leaving said East line a distance of 22.01 feet to a point; thence South 00°14'00" West for a distance of 220.45 feet to a point; thence run North 53°31'37" West a distance of 24.80 feet to a point on said East line; thence North 00°14'00" East for a distance of 214.99 feet to the Point of Beginning.

TOGETHER WITH:

A Perpetual Grading Easement between Continental 120 Fund LLC and Harold H. Wehby recorded November 16, 2005 in Instrument 20051116000598420, in the Probate Office of Shelby County, Alabama, lying in Section 29, Township 18 South, Range 1 West and being more particularly described as follows:

Beginning at the Northeast corner of the Southeast ¼ of the Southwest ¼ of Section 29; thence run North 00°14'00" East along the East line of Section 29 for a distance of 10.00 feet to a point; thence North 89°42'54" East for a distance of 20.00 feet to a point; thence run South 00°14'00" West a distance of 124.10 feet to a point; thence North 65°05'02" East for a distance of 22.01 feet to a point; thence North 00°14'00" East for a distance of 104.72 feet to the Point of Beginning.

TOGETHER WITH:

A Perpetual Drainage Easement between Continental 120 Fund LLC and Joseph & Williams, L.L.C., recorded November 16, 2005 in Instrument 20051116000598400, in the Probate Office of Shelby County, Alabama, lying in Section 29, Township 18 South, Range 1 West.

