[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Robert D. Rives (334) 241-8085

B. E-MAIL CONTACT AT FILER (optional)
Bobby.Rives@chlaw.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Capell & Howard, P.C.
P. O. Box 2069
Montgomery, Alabama 36102-2069

20180510000161060 1/6 $40.00
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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
Mountain View Village, Ltd.

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
730 N. Dean Road, Suite 100	**Auburn**	**AL**	**36830**	**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
Alabama Multifamily Loan Consortium, Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
445 Dexter Avenue, Suite 10025	**Montgomery**	**AL**	**36104**	**USA**

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

The items described on Exhibit "B" attached hereto and made a part hereof which are now or will hereafter be located on the land described on Exhibit "A" attached hereto and made a part hereof. Some of the property described in Exhibit "B" is now, or may in the future become, fixtures affixed to the land.

***This financing statement is filed as additional security for the indebtedness secured by a certain mortgage executed by Debtor in favor of secured party recorded concurrently herewith.**

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:
Filed with Judge of Probate of Shelby County

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
Mountain View Village, Ltd.

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 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):

The Housing Authority of the City of Columbiana, Alabama
111 Alabama Avenue
Columbiana, AL 35051

16. Description of real estate:

See Exhibit "A" attached hereto and made a part hereof.

17. MISCELLANEOUS:

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 S 89°28'31" E 679.30 feet to a disturbed 1/2" rebar and cap stamped precision CA-788; thence S 00°12'30" E 601.47 feet to a disturbed 1" pinched pipe; thence N 89°40'35" W 681.00 feet to a broken 1" open top pipe; thence N 00°02'39" W 603.84 feet to the point of beginning.

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EXHIBIT "B"
TO
FINANCING STATEMENT

The property described in this financing statement includes all of the following described land and interests in land, estates, easements, tenements, rights, improvements, property, fixtures, machinery, equipment, furniture, furnishings, appliances and appurtenances (hereinafter collectively referred to as the "Premises"):

(a) All that tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Land").

(b) Borrower's leasehold estate and other interest, rights, title, privileges and benefits existing under or created by that certain Amended and Restated Ground Lease Agreement dated as of April 28, 2016 by and between The Housing Authority of the City of Columbiana, Alabama as Lessor, and Borrower (or its successor in interest) as Lessee (as the same may be amended, modified, extended or renewed from time to time, the "Mortgaged Lease"), including, without limitation, all credits, deposits, options, purchase options, privileges and rights of the Borrower under the Mortgaged Lease, including, but not limited to, the right, if any, to renew or extend the Mortgaged Lease for a succeeding term or terms or to acquire fee title to or other interest in all or any portion of the Land or the improvements or any other interest (including any fee interest which Borrower may hereafter receive, own or hold);

(c) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, pipes, heaters, furnaces, engines and machinery, escalators, boilers, ranges, elevators, motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus (including, without limitation, humidity control equipment), refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings, and storm sashes, alarm devices of any type, automatic sprinkler systems, carpet, cabinets and shelving, partitions, paneling, and wall covering, and windows of every type, which are or shall be attached to the Land or said buildings, structures, or improvements and all other fixtures, machinery, equipment, furniture, furnishings, appliances, vehicles, building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangible and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on, or about, or used or intended to be used with or in connection with the use, operations, or enjoyment of the Premises, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions or proceeds from a sale of any of the foregoing (but this shall not be construed as Lender consenting to any such sale), and all right, title and interest of Borrower in any such fixtures, machinery, equipment, furniture, furnishings, appliances, vehicles and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Borrower or on behalf of Borrower, all tradenames, trademarks, servicemarks, logos and goodwill which in any way now or hereafter belong, relate or appertain to the Premises or any part thereof or are now or hereafter acquired by Borrower; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(d) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(e) All present and future income, rents, issues, profits and revenues of the Premises from time to time accruing (including, without limitation, all payments under leases or tenancies, unearned premiums on any insurance policy carried by Borrower for the benefit of Lender and/or the Premises, tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Premises or payment for alteration of the grade of any street upon which said Premises abuts, or any other injury to, taking of or decrease in the value of, said Premises to the extent of all amounts which may be owing on the indebtedness secured by this Mortgage at the date of receipt of any such award or payment by Borrower, less the reasonable attorneys' fees, costs and disbursements incurred by Borrower in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same; reserving only the right to Borrower to collect the same so long as Borrower is not in default hereunder;

(f) All insurance policies, contracts, permits, licenses, plans or intangibles now or hereafter dealing with, affecting or concerning the Premises, including, without limitation, all rights accruing to Borrower from any and all contracts with all contractors, architects, engineers or subcontractors relating to the construction of improvements on or upon the Premises, including performance and/or materialmen's bonds and any other related choses;

(g) all of Borrower's rights and remedies at any time arising under or pursuant to Section 365(h) of the Bankruptcy Code (defined below), including, without limitation, all of the Borrower's right under the Bankruptcy Code to remain in possession of the Premises; and,

(h) all estate, right, title, interest, privilege, claim or demand whatsoever of Borrower, now or hereafter, either at law or in equity, in and to the Premises.

(i) all of Debtor's right, title and interest in, to, and under all Debtor leases and rental agreements, whether written or oral, now or hereafter affecting all or any part of the Premises, as hereinafter defined, and any agreement for the use or occupancy of all or any part of said Premises which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of such leases, rental agreements, and agreements for the use or occupancy of all or any part of the Premises and guaranties of the performance or obligations of any tenants thereunder, and all other arrangements of any sort resulting in the payment of money to Debtor or in Debtor's becoming entitled to the payment of money for the use of the Premises or any part thereof whether such user or occupier is tenant, invitee, or licensee (said leases, agreements, and other arrangements are hereinafter referred to collectively as the "Leases" and individually as a "Lease", and said tenants, invitees, and licensees are hereinafter referred to collectively as "Tenants" and individually as "Tenant", as the context requires), which Leases cover portions of certain property located in Shelby County, Alabama, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the term "Premises", wherever used herein, shall mean the property described in Exhibit "A" and all improvements now or hereafter situated thereon); together with all of Debtor's right, title, and interest in and to all income, rents, issues, and profits and all tenants' security and other similar deposits derived with respect to the Leases and with respect to the Premises, including, without limitation, all additional rents, payments in lieu of rent, expense contributions, and other similar such payments (hereinafter referred to as the "Income"), it being the intention of the parties hereto to establish an absolute transfer and assignment of all of the Leases and the Income to Lender.

Definitions

As used in this Schedule I the following terms shall have the respective meanings assigned to them as follows:

Debtor means the debtor described in this Financing Statement.

Lender means the secured party described in this Financing Statement.

Mortgage means that certain Mortgage and Security Agreement dated contemporaneously with the filing of this financing statement by and between the Debtor and Lender.