UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS						
A. NAME & PHONE OF CONTACT AT FILER (d Phone: (800) 331-3282 Fax: (818) 662						
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Serv	ice@wolterskluwer.com	1				
C. SEND ACKNOWLEDGMENT TO: (Name and			· ·			
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	68772 ALAL FIXTU		· Sh	elby Cnty J	9890 1/7 \$43.00 udge of Probate :45:53 PM FILED	e, AL
Eilo with: Sholby					OR FILING OFFICI	
File with: Shelby, 1a. INITIAL FINANCING STATEMENT FILE NUMBE	R		1b. This FINANCING S	STATEMENT AN	/IENDMENT is to be fil	
20140627000196550 6/27/2014 CC			<u> </u>	nent Addendum (Fo	orm UCC3Ad) <u>and</u> provide	Debtor's name in item 13
2. TERMINATION: Effectiveness of the Financin Statement	g Statement identified above	is terminated wit	n respect to the security inte	erest(s) of Secui	ed Party authorizing th	nis Termination
3. ASSIGNMENT (full or partial): Provide name of For partial assignment, complete items 7 and	-			ne of Assignor in	item 9	
4. CONTINUATION: Effectiveness of the Financ continued for the additional period provided by	•	e with respect to	the security interest(s) of S	ecured Party au	thorizing this Continua	tion Statement is
5. PARTY INFORMATION CHANGE:	AND Check one	e of these three bo	vos to:			
Check <u>one</u> of these two boxes: This Change affects Debtor or Secured Par	CHA!		address: Complete Al	DD name: Compl or 7b, <u>and</u> item	ete item DELETE notes to be delet	name: Give record name ted in item 6a or 6b
6. CURRENT RECORD INFORMATION: Complete f	<u> </u>					
6a. ORGANIZATION'S NAME THE OVERLOOK APRATMENTS	HOOVER, LLC					
			FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S)) SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete to	for Assignment or Party Information C	hange - provide only	one name (7a or 7b) (use exact, fo	uli name; do not omit,	modify, or abbreviate any pa	art of the Debtor's name)
7a. ORGANIZATION'S NAME						
OR 7b. INDIVIDUAL'S SURNAME						
INDIVIDUAL'S FIRST PERSONAL NAME		<u>.</u>		<u>-</u>		<u>-</u>
						<u>-</u>
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)						SUFFIX
7c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
8. COLLATERAL CHANGE: Also check one Indicate collateral: Debtor's interest in all property located on a maintenance of the real estate described in	•	onnection with	•	RESTATE	covered collateral	ASSIGN collateral
collateral described on Schedule A attache		_				
			•			
9. NAME OF SECURED PARTY OF RECORD				r 9b) (name of As	ssignor, if this is an Ass	ignment)
If this is an Amendment authorized by a DEBTOR, of 9a. ORGANIZATION'S NAME	check here and provide	name of authoriz	ing Debtor		_	
FANNIE MAE						
9b. INDIVIDUAL'S SURNAME	•	FIRST PERSON	AL NAME	ADDITIO	DNAL NAME(S)/INITIAL(S)) SUFFIX
10. OPTIONAL FILER REFERENCE DATA: Debto	or Name: THE OVERI C	OK APRATM	ENTS HOOVER, LLC			<u> </u>
	10019					

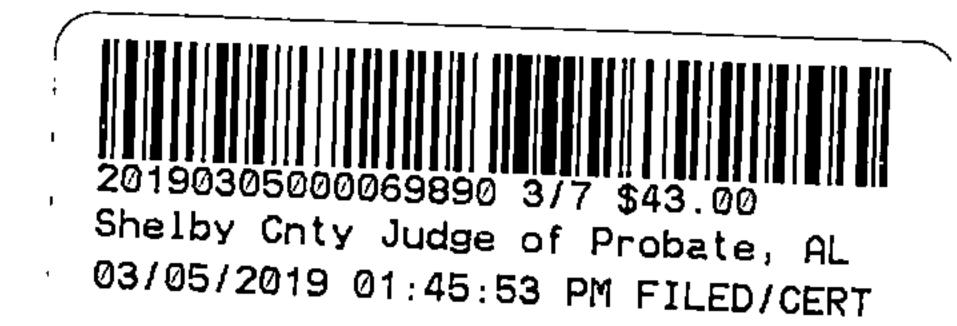
UCC FINANCING STATEMENT AMENDMENT ADDENDUM FOLLOW INSTRUCTIONS 11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 20140627000196550 6/27/2014 CC AL Shelby 12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form 12a. ORGANIZATION'S NAME **FANNIE MAE** 12b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME 20190305000069890 2/7 \$43.00 Shelby Cnty Judge of Probate, AL 03/05/2019 01:45:53 PM FILED/CERT **SUFFIX** ADDITIONAL NAME(S)/INITIAL(S) THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit 13a. ORGANIZATION'S NAME THE OVERLOOK APRATMENTS HOOVER, LLC 13b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 14. ADDITIONAL SPACE FOR ITEM 8 (Collateral): Debtor Name and Address: THE OVERLOOK APRATMENTS HOOVER, LLC - 3399 PEACHTREE ROAD NE, SUITE 1010, ATLANTA, GA 30326 Secured Party Name and Address: FANNIE MAE - C/O CAPITAL ONE MULTIFAMILY FINANCE, LLC, 7600 WISCONSIN AVENEUE, SUITE 800, ATTENTION: ASSET MANAGEMENT, BETHESDA, MD 20814 The complete information for Authorizer number 1 **FANNIE MAE** C/O CAPITAL ONE MULTIFAMILY FINANCE, LLC, 7600 WISCONSIN AVENEUE, SUITE 800, ATTENTION: ASSET MANAGEMENT BETHESDA, MD 20814 15. This FINANCING STATEMENT AMENDMENT: 17. Description of real estate: SEE EXHIBIT A ATTACHED HERETO AND covers timber to be cut covers as-extracted collateral 16. Name and address of a RECORD OWNER of real estate described in item 17 IMADE A PART HEREOF. (if Debtor does not have a record interest):

File with: Shelby, AL

402110019

FANNIE MAE

18. MISCELLANEOUS: 68772117-AL-117 31153 - CAPITAL ONE MULTIFAM



SCHEDULE A

DEBTOR:

THE OVERLOOK APARTMENTS HOOVER, LLC

3399 PEACHTREE ROAD NE, SUITE 1010

ATLANTA, GEORGIA 30326

SECURED PARTY:

CAPITAL ONE MULTIFAMILY FINANCE, LLC

7600 WISCONSIN A VENUE, SUITE 800

BETHESDA, MARYLAND 20814

ATTENTION: ASSET MANAGEMENT

This financing statement covers the following types (or items) of property (the "Collateral Property"):

1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in <u>Exhibit A</u> attached hereto (the "Property"), including any future replacements, facilities, and additions and other construction on the Property (the "Improvements");

2. Goods.

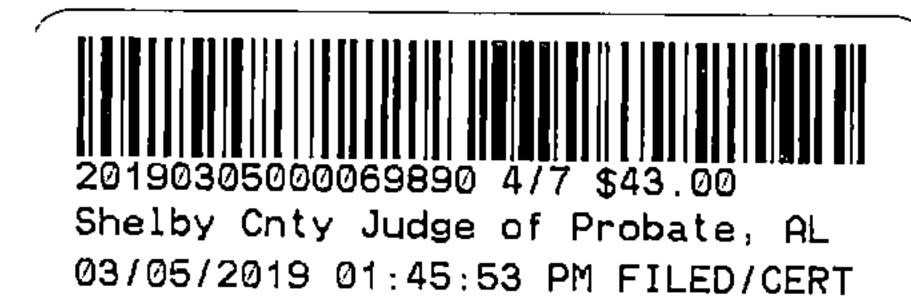
All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed 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; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the "Goods"):

3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the "Fixtures") under the laws of the jurisdiction in which the Property is located (the "Property Jurisdiction");

4. Personalty.

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and



data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Property or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or the Improvements, including all governmental permits relating to any activities on the Property (the "Personalty");

5. Other Rights.

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 Property 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 (the "Other Rights");

6. Insurance Proceeds.

All insurance policies relating to the Property or the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirements (the "Insurance Proceeds");

7. Awards.

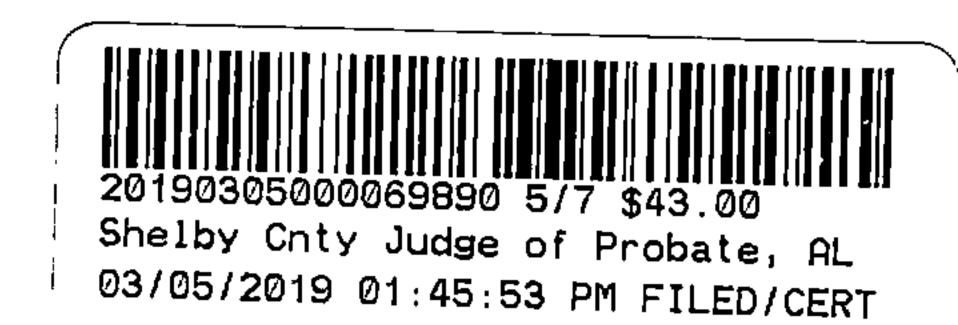
All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property or the Collateral Property, whether direct or indirect (a "Condemnation Action"), (b) any damage to the Property or the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "Awards");

8. Contracts.

All contracts, options, and other agreements for the sale of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "Contracts");

9. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Property or the Collateral Property, whether now due, past due, or to become due, and tenant security deposits (the "Rents");



10. Leases.

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property or the Collateral Property, or any portion of the Property or the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "Leases") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "Security Instrument") and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. Imposition Deposits.

Deposits held by the Secured Party (the "Imposition Deposits") to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Property, the Collateral Property or the Improvements or any taxes upon any of the documents evidencing or security the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or the Collateral Property, to prevent the imposition of liens on the Property or the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "Impositions");

13. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. Tenant Security Deposits.

All tenant security deposits;

15. Names.

All names under or by which the Property or any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to the Property or any of the Collateral Property;

16. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

17. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the "Other Proceeds"); and

18. Mineral Rights.

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

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EXHIBIT A TO UCC SCHEDULE A

[DESCRIPTION OF THE PROPERTY]

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

Lot 1, according to the Survey of Riverchase Gardens, First Sector, as recorded in Map Book 8, Page 153, in the Probate Office of Shelby County, Alabama.

PARCEL H:

Lot 2, according to the Survey of Riverchase Properties, Second Addition to Riverchase, as recorded in Map Book 9, Page 40, in the Probate Office of Shelby County, Alabama.

PARCEL HI:

Easement for the benefit of Parcel II as created by that certain Easement dated December 13, 1983, and recorded in Real 2571, Page 628 and refiled by Real 99, Page 911, for the purpose of a sanitary sewer pipeline.

PARCEL IV:

Easement for the benefit of Parcel II as created by that certain Easement dated 11-30-83, recorded in Real 2429, Page 31 and refiled in Real 85, Page 53, for the purpose of a sanitary sewer pipeline.

PARCEL V:

Easement for the benefit of Parcel H as created by that certain Easement recorded in Shelby Real 351, Page 963, in said Probate Office.

PARCEL VI:

Appurtenant Easement referenced in Section 6.2 of the Restrictive Covenants recorded in Misc. Book 19, Page 633, in said Probate Office.

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