

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) JESSICA MILES 216-813-8853
B. E-MAIL CONTACT AT FILER (optional) JESSICA_R_MILES@KEYBANK.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) KEYBANK NA 4910 TIEDEMAN RD OH-01-51-0527 BROOKLYN, OH 44144



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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20181210000430290	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
FILE DATE: 12/10/2018	

2. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**
Check one of these two boxes: ☐ Debtor or ☐ Secured Party of record
AND Check one of these three boxes to:
☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME HPI LANDMARK LLC			
OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS Two Huntley Road	CITY Old Lyme	STATE CT	POSTAL CODE 06371	COUNTRY USA
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8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☒ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME KEYBANK NATIONAL ASSOCIATION			
OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
990419900 **SHELBY COUNTY, AL**

SCHEDULE A

All Debtor's estate, right, title and interest that Debtor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "*Property*");

(a) The real property located in the County of Shelby, State of Alabama, as described in EXHIBIT A attached hereto, together with all existing and future easements and rights affording access to it (the "*Premises*");

(b) All buildings, structures, and improvements now located or later to be constructed on the Premises (the "*Improvements*" and, together with the Premises, the "*Project*");

(c) All existing and future appurtenances, privileges, easements, franchises, and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulfur, nitrogen, carbon dioxide, helium, and other commercially valuable substances that may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant), and water stock, and any portion of the Premises lying in the streets, roads or avenues currently existing or later constructed;

(d) Subject to, and without in any way limiting the absolute assignment in the Mortgage, all existing and future leases, subleases, subtenancies, licenses, rental agreements, occupancy agreements, and concessions relating to the use and enjoyment of or affecting all or any part of the Premises or Improvements, any and all guaranties, extensions, renewals, replacements and modifications thereof, and all other agreements relating to or made in connection therewith, and any agreement (written or oral) between Debtor or its agents, and any tenant, lessee, occupant, licensee, guest or invitee pursuant to which Debtor, or its agent, agrees to permit such tenant, lessee, occupant, licensee, guest or invitee to park in or at the Project (each a "*Lease*", and collectively, the "*Leases*");

(e) All real property and improvements on such real property, and all appurtenances and other property and interests of any kind or character, whether described in EXHIBIT A or not that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises or Improvements;

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment, and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises or Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration, and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of the Mortgage, and any manufacturer's warranties with respect thereto;

(g) All building materials, equipment, work in process and other personal property of any kind, whether stored on the Premises or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements;

(h) All of Debtor's interest in and to all operating accounts, the Loan funds, whether disbursed or not, all reserve accounts, impound accounts, and any other bank accounts of Debtor relating to the Project or the operation thereof;

(i) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Secured Party), that arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally;

(j) All insurance policies and the proceeds thereof pertaining to the Premises, the Improvements, or any other property described in this Schedule A, and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any property described in this Schedule A into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding or any settlement in lieu thereof, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described in this Schedule A, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

(k) All of Debtor's right, title, and interest in and to any and all units, common elements, declarant rights, development rights, and any other rights relating to the Premises or the Improvements, whether now existing or subsequently arising, under any and all condominium declarations, covenants, conditions, and restrictions, development agreements, or other agreements or declarations now existing or later executed relating to the Premises or Improvements, and all Legal Requirements now existing or later enacted relating to the Premises or Improvements, including those relating to condominiums, and all rights of Debtor in connection with any owner's association, condominium association, architectural control committee, or similar association or committee, established in connection with the Project, including Debtor's rights and powers to elect, appoint, and remove officers and directors of any such associations or committees;

(l) All of Debtor's right, title, and interest in and to any swap transaction or interest rate agreement or interest rate hedging program through the purchase by Debtor of an interest rate swap, cap, or such other interest rate protection product (an agreement evidencing any such arrangement, an *"Interest Rate Agreement"*), all whether now or hereafter entered into by Debtor with respect to the Loan, including any and all amounts payable to Debtor, any deposit account or accounts with Secured Party in the name of Debtor for deposit of payments to Debtor



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in connection with any Interest Rate Agreement or swap transaction, and any and all funds now or hereafter on deposit therein;

(m) All of Debtor's right, title, and interest in and to (i) all agreements (except for Leases), commitments, and options now or hereafter existing with respect to the construction, ownership, maintenance, operation, management, or use of the Premises or Improvements, including any property management agreements; (ii) all plans, specifications, drawings, and reports now existing or hereafter prepared with respect to the Premises or Improvements, including architectural and engineering plans, specifications and drawings, soils reports, environmental reports, and all other property reports; (iii) the Project Licenses (hereinafter defined); (iv) any and all present and future amendments, modifications, supplements, and addenda to any of the items described in clauses (i) through (iii) of this Section (m); and (v) any and all guarantees, warranties (including building or manufacturer's warranties) and other undertakings (including payment and performance bonds) now existing or hereafter entered into or provided with respect to any of the items described in clauses (i) through (iv) of this Section (m) (collectively, the "*Contracts*");

(n) All of Debtor's right, title, and interest in and to all trade names, trademarks, logos and other materials used to identify or advertise, or otherwise relating to the Premises or Improvements;

(o) To the fullest extent not prohibited by applicable Legal Requirements, all of Debtor's rights in all building permits, governmental permits, licenses, variances, applications, conditional or special use permits, and other authorizations now or hereafter issued in connection with the construction, development, ownership, operation, management, leasing or use of the Premises or Improvements (the "*Project Licenses*");

(p) All books, records, and data pertaining to any and all of the property described above, however recorded, stored, or maintained, including digital, electronic, and computer-readable data and any computer hardware or software necessary to access and process such data ("*Books and Records*"); and

(q) All products, profits, rents, proceeds of, additions and accretions to, substitutions, and replacements for, and changes in any of the property described above.

Capitalized terms used but not otherwise defined herein or in the Uniform Commercial Code in effect in the State of Alabama shall have the meanings given them in the Mortgage.

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EXHIBIT A

LEGAL DESCRIPTION


The following described real estate situated in Shelby County, Alabama, to wit

A parcel of land situated in the Southeast one-quarter of Section 34, Township 21 South, Range 2 West Shelby County, Alabama, said parcel being all of Lot 1 according to the Map of Kensington Apartments as recorded in Map Book 37, Page 148 in the Office of the Judge of Probate Shelby County, Alabama.

Being the same land conveyed to Landmark at Lancaster Place LP, a Delaware limited partnership by virtue of Statutory Warranty Deed from Weatherby Manor, L.L.C., an Alabama limited liability company, dated January 31, 2012, recorded January 31, 2012 in Instrument #20120131000037160 in the Office of the Judge of Probate of Shelby County, Alabama.

Property Address: 10 Kensington Manor Drive, Calera, Alabama 35040

Tax ID Numbers: 22 8 34 3 002 004.000; 22 8 34 4 004 029.000; 22 8 34 4 004 029.001


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