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UCC1 1/7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Dewey Nguyen, Esq.
B. E-MAIL CONTACT AT FILER (optional) DNguyen@carltonfields.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Dewey Nguyen, Esq. Carlton Fields Suite 400 West 1025 Thomas Jefferson Street, NW Washington, DC 20007-5208

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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)

OR	1a. ORGANIZATION'S NAME Wellington Manor 2012, LLC				
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 29 Olmsted Street		CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY 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)

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 one 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:

SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR THE DESCRIPTION AND LOCATION OF THE COLLATERAL.

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/Licensors

8. OPTIONAL FILER REFERENCE DATA:

File with the Shelby County Recorder's Office (Wellington Manor Apartments)

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

Wellington Manor 2012, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

Hunt Mortgage Partners, LLC

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

11501 Outlook Street, Suite 300

CITY

Overland Park

STATE

KS

POSTAL CODE

66211

COUNTRY

USA

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):

16. Description of real estate:

See Exhibit A attached hereto and made a part hereof for a description of real property.

17. MISCELLANEOUS:

**FINANCING STATEMENT
EXHIBIT A
LEGAL DESCRIPTION**

Parcel I:

A tract of land situated in the South ½ of the Southeast Quarter of Section 25 and the Northwest Quarter of the Northeast Quarter of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Quarter Quarter section a distance of 1,222.60 feet to the point of beginning; thence continue in an Easterly direction along the North line of said Quarter Quarter section and North line of the Southeast Quarter of the Southeast Quarter a distance of 389.61 feet to a point on the Westerly right of way line of Interstate Highway I-65; thence turn an interior angle of 93 degrees 35 minutes 03 seconds and run to the right in a Southerly direction along the Westerly right of way line of I-65 a distance of 532.46 feet to a point; thence turn an interior angle of 210 degrees 58 minutes 46 seconds and run to the left in a Southeasterly direction along the Westerly right of way line of I-65 a distance of 174.91 feet to a point; thence turn an interior angle of 149 degrees 06 minutes 36 seconds and run to the right in Southerly direction along the Westerly right of way line of I-65 a distance of 173.37 feet to a point; thence turn an interior angle of 128 degrees 02 minutes 08 seconds and leaving the I-65 right of way run in Southwesterly direction a distance of 239.40 feet to the pc of a curve; thence continue in a Southwesterly direction along the arc of a curve to the left having a central angle of 08 degrees 03 minutes 07 seconds and radius of 1942.02 feet a distance of 272.92 feet to a point; thence turn an interior angle of 126 degrees 10 minutes 14 seconds (angle measured from tangent) and run to the right in a Westerly direction a distance of 262.25 feet to a point; thence turn an interior angle of 270 degrees 00 minutes 00 seconds and run to the left in a Southerly direction a distance of 382.52 feet to a point on the North right of way line of Shelby County Highway No. 68; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in Westerly direction along the Northerly right of way line of Shelby County Highway No. 68 a distance of 48.11 feet to the P.C. of a curve; thence continue in a Westerly direction along the Northerly right of way line of Shelby County Highway No. 68 and along the arc of a curve to the right having a central angle of 1 degrees 44 minutes 55 seconds and a radius of 881.99 feet a distance of 26.92 feet to a point on the curve; thence turn an interior angle of 91 degrees 41 minutes 13 seconds (angle measured from tangent) and run to the right in a Northerly direction a distance of 383.27 feet to a point on a curve, thence turn an interior angle of 267 degrees 03 minutes 09 seconds (angle measured to tangent) and run to the left in a Westerly direction along the arc of a curve to the right having a central angle of 17 degrees 44 minutes 49 seconds and a radius of 499.48 feet a distance of 154.71 feet to the pt of said curve; thence continue in a Northwesterly direction along the projection of the tangent to the last described curve a distance of 365.17 feet to a point; thence turn an interior angle of 116 degrees 37 minutes 27 seconds and run to the right in a Northerly direction a distance of 314.84 feet to a point; thence turn an interior angle of 88 degrees 11 minutes 56 seconds and run to the right in an Easterly direction a distance of 364.66 feet to a point; thence turn an interior angle of 246 degrees 03 minutes 03 seconds and run to the left in a Northeasterly direction a distance of 730.55 feet to the point of beginning.

Parcel II:

A tract of land situated in Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25 and in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, all in Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 west, Shelby County, Alabama and run Easterly along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 1222.60 feet; thence turn 113 degrees 57 minutes 02 seconds right and run Southwesterly for 730.55 feet; thence turn 66 degrees 03 minutes 03 seconds right and run Westerly for 364.66 feet; thence turn 91 degrees 48 minutes 04 seconds left and run Southerly for 314.84 feet to the point of beginning of the tract of land herein described, thence continue along the last described course for 88.41 feet to a point; thence turn 47 degrees 26 minutes 24 seconds right to the tangent of a curve to the left, said curve having a radius of 519.78 feet and a central angle of 23 degrees 58 minutes 43 seconds; thence run Southwesterly along said curve for 217.53 feet to the point of a tangent to said curve; thence run Southwesterly along the tangent to said curve for 101.55 feet to a point on the Northerly right of way line of Shelby County Highway No. 68; thence turn 93 degrees 57 minutes 01 seconds left to the tangent of a curve to the right said curve having a radius of 1,440.04 feet and a central angle of 7 degrees 09 minutes 25 seconds; thence run Southeasterly along said curve and said right of way line for 179.88 feet to the point of tangent to said curve; thence run Southeasterly along said tangent and said right of way line for 173.42 feet to the point of beginning of a curve to the left, said curve having a radius of 881.99 feet and a central angle of 19 degrees 03 minutes 05 seconds; thence run along said curve and said right of way line for 293.27 feet to a point on the Westerly right of way line of Weatherly Manor Drive; thence turn 91 degrees 41 minutes 13 seconds left from the tangent to said curve at said point and run Northerly along said Weatherly Manor Drive right of way for 383.27 feet to a point; thence turn 87 degrees 03 minutes 09 seconds left to the tangent of a curve to the right, said curve having a radius of 499.48 feet and a central angle of 17 degrees 44 minutes 49 seconds; thence run Northwesterly along said curve for 154.71 feet to the point of a tangent to said curve; thence run along the tangent to said curve at said point for 365.17 feet to the point of beginning.

Situated in Shelby County, Alabama.

**FINANCING STATEMENT
EXHIBIT B**

(Revised 11-02-2015)

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 Land or Improvements or are located on the Land or Improvements, 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 Land or Improvements 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 Loan Agreement evidencing and securing the loan (**“Loan”**) secured by this financing statement (**“Loan Agreement”**).
- (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 thereof.
- (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 hereafter, 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 deposits to a “**Reserve Fund**” (defined as all amounts deposited by the Debtor with Secured Party in connection with the Loan for the payment of taxes or insurance premiums or as otherwise required pursuant to the Loan Agreement), whether in cash or as a letter of credit.
- (11) All refunds or rebates of taxes by a Governmental Authority (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded or filed) or insurance premiums by an insurance company.
- (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.
- (14) 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.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/30/2019 12:59:15 PM
\$49.00 CHARITY
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Allen S. Bayl