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UCC1 1/10

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)				
B. E-MAIL CONTACT AT FILER (optional)				
C. SEND ACKNOWLEDGEMENT TO: (Name and Address) <div style="text-align: center; padding: 10px;">Edwin C. Cox, Esquire Troutman Pepper Hamilton Sanders LLP Post Office Box 1122 Richmond, Virginia 23218</div>				

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

1c. MAILING ADDRESS 3401 North Thanksgiving Way, Suite 190	CITY Lehi	STATE UT	POSTAL CODE 84043	COUNTRY USA
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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
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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 FANNIE MAE			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS c/o Berkadia Commercial Mortgage LLC 323 Norristown Road, Suite 300	CITY Ambler	STATE PA	POSTAL CODE 19002	COUNTRY USA
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4. COLLATERAL: This financing statement covers the following collateral:

Debtor's interest in all property located on or used or acquired in connection with the operation and maintenance of the real estate described in the attached Exhibit A, including, without limitation, the collateral described on Schedule A attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

Longmeadow Mobile Home Park (Local – 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 ☐

OR	9a. ORGANIZATION'S NAME LONGMEADOW FMHC, LLC	
	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

OR	10a. ORGANIZATION'S NAME			
	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
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11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME BERKADIA COMMERCIAL MORTGAGE LLC			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
323 Norristown Road, Suite 300	Ambler	PA	19002	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.

17. MISCELLANEOUS:

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Manufactured Housing Community)**

DEBTOR: **LONGMEADOW FMHC, LLC**
3401 NORTH THANKSGIVING WAY, SUITE 190
LEHI, UTAH 84043

SECURED PARTY: **BERKADIA COMMERCIAL MORTGAGE LLC**
323 NORRISTOWN ROAD, SUITE 300
AMBLER, PENNSYLVANIA 19002

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 Exhibits A and B attached hereto (the **"Property"**), including any future replacements, facilities, and additions and other construction on the Property (the **"Improvements"**). Improvements include Manufactured Homes now or hereafter owned by Debtor (**"Debtor's Homes"**), if so categorized by State or local law. As of this date, the Debtor's Homes are those listed in Exhibit B attached hereto;

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 Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the “**Personalty**”). **Personalty** includes Debtor’s Homes, if so categorized by State or local law;

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;

6. **Insurance Proceeds.**

All insurance policies relating to the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

7. **Awards.**

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of 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 Collateral Property, whether direct or indirect (a “**Condemnation Action**”), (b) any damage to the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

8. **Contracts.**

All contracts, options, and other agreements for the sale of the Fixtures, the **Personalty**, or any part of 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;

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 Collateral Property, whether now due, past due, or to become due, and all 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 Collateral Property, or any portion of 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 any part of 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 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 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 Collateral Property or any taxes upon any of the documents evidencing or securing 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 Collateral Property, to prevent the imposition of liens on 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. Names.

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

15. 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;

16. 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;

17. 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, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

18. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property and the Improvements.

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
SCHEDULE A TO UCC FINANCING STATEMENT
(Manufactured Housing Community)**

DESCRIPTION OF THE PROPERTY

EXHIBIT "A":

Lots 2,3,4,5, according to the survey of Longmeadow Farms, as recorded in Map book 11, Page 90, in the Probate Office of Shelby County, Alabama.

Lot 1B according to the final Plat of the resurvey of Lot 1, Longmeadow Farms Subdivision as recorded in Map Book 48, Page 36, Probate Office, Shelby County, Alabama.

ALSO: The North 96 feet of the West 690 feet of the South 936 feet of the SE 1/4 of the SE 1/4 of Section 8, Township 21 South, Range 3 West. Deed dimensions are 96 feet by 690 feet as shown by deed recorded on April 1, 1968, in Deed Book 252, Page 533, Probate Office, Shelby County, Alabama.

EXHIBIT "B":

A parcel of land situated in the SE 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the SE corner of the SE 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama; thence North 88 degrees 37 minutes 42 seconds West along the South line of said 1/4-1/4 section, a distance of 486.65 feet; thence North 01 degree 22 minutes 18 seconds East a distance of 195.84 feet; thence South 58 degrees 26 minutes 43 seconds East a distance of 132.45 feet; thence North 33 degrees 01 minutes 59 seconds East a distance of 144.81 feet; thence North 56 degrees 58 minutes 01 seconds West a distance of 31.76 feet; thence North 00 degrees 40 minutes 12 seconds East a distance of 917.74 feet; thence South 89 degrees 16 minutes 45 seconds East a distance of 320.15 feet; thence South 00 degrees 43 minutes 15 seconds West a distance of 700.71 feet; thence South 00 degrees 37 minutes 47 seconds West a distance of 490.06 feet; Being a part of Lot 6 and part of Lot 9, Longmeadow Farms, recorded in Map Book 11, Page 90.

ALSO:

A 20' easement for ingress and egress situated in the SE 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama, lying 10' each side of and parallel to the following described centerline:

Commence at the SE corner of the SE 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama; thence North 88 degrees 37 minutes 42 seconds West

along the South line of said 1/4-1/4 section a distance of 486.65 feet; thence North 01 degree 22 minutes 18 seconds East a distance of 195.84 feet; thence South 58 degrees 26 minutes 43 seconds East a distance of 96.43 feet to the Point of Beginning; thence North 27 degrees 35 minutes 00 seconds West a distance of 83.26 feet to the point of a curve to the right having a radius of 30.00', a central angle of 95 degrees 28 minutes 59 seconds and subtended by a chord which bears North 75 degrees 18 minutes 30 seconds East a chord distance of 44.40'; thence along said curve an arc distance of 49.98 feet; thence South 56 degrees 58 minutes 01 second East a distance of 14.05 feet to the Point of Ending of said easement.

Subject to a 60' easement for a private road (Longmeadow Road) as shown on the plat of Longmeadow Farms as recorded in Map Book 11, Page 90.

ALSO KNOWN AS:

A parcel of land situated in the SE 1/4 of the NW 1/4 and the SW 1/4 of the NE 1/4 and the SE 1/4 of Section 8, and the SW 1/4 of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as:

Beginning at a 3-inch iron pipe with cap (illegible) found at the southwest corner of Lot 17 of Lacey's Grove Phase I, as shown on the plat recorded in Map Book 35, Page 137 in the Probate Office of Shelby County, Alabama; thence along the south line of said Lacey's Grove Phase I, South 88°39'40" East a distance of 900.07 feet to a 5/8-inch iron rod found in the west line of land of Marie L. Reynolds as recorded in Instrument No. 20190207000040850 (all deed referenced herein are as recorded in the Probate Office, Shelby, Alabama); thence along said west line, South 00°57'06" West a distance of 1014.71 feet to a 1/2-inch iron pipe found on the south line of Reynolds; thence along said south line and the south line of Martha L. Urban, et.al. as recorded in Instrument No. 20190207000040840, South 88°04'43" East a distance of 1286.09 feet to a point on the westerly right-of-way line of Highway 77 (80 feet wide, public); thence along said westerly right-of-way line, South 14°48'37" West a distance of 127.97 feet to a point on the north line of land of American Self Storage IV, LLC as recorded in Instrument No. 20170914000335310; thence along said north line, the northwest line, and the west line of American the following 3 courses: (1) North 77°59'48" West a distance of 201.09 feet to a point; thence (2) South 42°00'12" West a distance of 672.88 feet to a 5/8-iron rod with cap "CA0587 LUKER" found; thence (3) South 06°43'12" West a distance of 85.11 feet to a point on the north line of land of Marcus Shimon as recorded in Instrument No. 20160202000033020; thence along said north line and the north line of land of Bowden Real Estate BHM LLC as recorded in Instrument No. 20190509000158250, North 89°02'18" West a distance of 175.53 feet to a 1/2-inch iron rod found in the north line of land of Raymond Hutchison as recorded in Instrument No. 20080508000189160, thence along said north line and the north line of land of Alice Holsomback as recorded in Instrument No. 20010003786200000, North 89°01'28" West a distance of 170.42 feet to a 2-inch iron pipe found on the south right-of-way line of Brantleyville Road (20 feet wide, public); thence along said south right-of-way line, North 01°25'57" East a distance of 20.04 feet to a 1-inch pipe found on the north right-of-way line of said Brantleyville Road; thence along said north right-of-way line, North 88°44'23" West a distance of 230.05 feet to a railroad spike found on the west right-of-way line of said Brantleyville Road; thence along said west right-of-way line South 01°24'22" West a distance of 20.87 feet to a point on the north

line of land of Carolyn J. Brantley as recorded in Instrument No. 20201109000511980; thence along said north line North 88°33'58" West a distance of 236.33 feet to a 1/2-inch iron rod found on a west line of said Brantley; thence along said west line, South 00°46'34" West a distance of 96.00 feet to a point in the north line of said Brantley; thence along said north line and the north line of land of Jose Amparo Aguirre as recorded in Instrument No. 20150824000294920, North 88°43'34" West a distance of 690.00 feet to a point in the east line of land of Jimmy and Pamela Roberts as recorded in Instrument No. 20060823000411330; thence along said east line, North 00°46'34" East a distance of 96.00 feet to a point; thence continuing along said east line of Roberts and the east line of land of Earl McCartney as recorded in Book 157, Page 6, North 00°46'34" East a distance of 388.60 feet to a point on the north line of said McCartney; thence along said north line and the north line of land of Carolyn J. Brantley as recorded in Book 160, Page 486, 488, and the north line of Beth Suzanne Hutchison as recorded in Instrument No. 20021230000652500, and the north line of land of Carolyn J. Brantley as recorded in Instrument No. 19980618000227371, North 88°37'07" West a distance of 1330.87 feet to a 3-inch iron pipe with cap (illegible) found on the east line of land of Susan S. Gunter, et.al. as recorded in Instrument No. 20070828000404210; thence along said east line and the east line of land of Brian E. & Renee B. Cofer as recorded in Instrument No. 19990119000022151, North 00°38'03" East a distance of 1324.90 feet to a point on the north line of said land of Cofer; thence along said north line, North 88°36'49" West a distance of 486.65 feet to a point in the easterly line of land of Longmeadow West, LLC as recorded in Instrument No. 1999-09617; thence along said easterly line the following (5) courses: (1) North 01°23'11" East a distance of 195.84 feet to a point; thence (2) South 58°25'50" East a distance of 132.45 feet to a point; thence (3) North 33°02'52" East a distance of 144.81 feet to a point; thence (4) North 56°57'08" West a distance of 31.76 feet to a point; thence (5) North 00°41'05" East a distance of 917.94 feet to a point on a south line of land of said Longmeadow; thence along said south line, South 89°15'13" East a distance of 320.15 feet to a point on the west line of land of Lacey's Grove Property Owner's Association as recorded in Book 310, Page 994; thence along said west line South 00°43'12" West a distance of 700.71 feet to a point on the south line of said Lacey's; thence along said south line, South 88°39'30" East a distance of 1334.90 feet to a point on the west line of said Lacey's; thence along said west line and the west line of said property of Lacey's Grove Phase I, South 00°45'00" West a distance of 490.40 feet to the Point of Beginning.

**EXHIBIT B
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Manufactured Housing Community)**

[DEBTOR'S HOMES]

Not Applicable

New or Used	New	Used
Year		
Manufacturer's Name		
Model Name		
Model Number		
Manufacturer's Serial Number		
Length and Width	Length	Width
Manufacturer's Certificate of Origin Date		
Lot Number		
Street Address		
City		
County		
State		
Zip Code		
Certificate of Title Issued	Yes	No
Certificate of Title Number		
State of Issuance		
Certificate of Title Attached	Copy	Original



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/11/2021 08:14:57 AM
\$55.00 CHERRY
20210511000232150

Allen S. Bayl