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UCC FINANCING STATEMENT  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div><div></div><div><b>Moss &amp; Barnett (JARE)</b> <b>A Professional Association</b> <b>150 S. Fifth Street, Suite 1200</b> <b>Minneapolis, MN 55402</b></div><div></div></div></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 <b>Montevallo Place Partners, Ltd.</b>			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>c/o GWR Equities, 2000 West Loop South, Ste 1050</b>		CITY <b>Houston</b>	STATE <b>TX</b>	POSTAL CODE <b>77027</b>
			COUNTRY <b>USA</b>	

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 <b>Federal Home Loan Mortgage Corporation</b>			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>8200 Jones Branch Drive</b>		CITY <b>McLean</b>	STATE <b>VA</b>	POSTAL CODE <b>22102</b>
			COUNTRY <b>USA</b>	

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

All assets of Debtor now owned or hereafter acquired including, without limitation, all assets relating to, located on, or used in connection with the Property described in Exhibit A, including but not limited to all items described in Exhibit B attached hereto.

Given as additional security in connection with a \$14,000,000.00 mortgage recorded contemporaneously herewith

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: <b>File in Shelby County, Alabama</b>	

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

Montevallo Place Partners, Ltd.

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

JLL Real Estate Capital, LLC

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

2177 Youngman Avenue

CITY

Saint Paul

STATE

MN

POSTAL CODE

55116

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:  
  
Real property described on Exhibit A, attached hereto and made a part hereof

17. MISCELLANEOUS:

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**FINANCING STATEMENT**  
**EXHIBIT A**

**Legal Description**

Land located in Shelby County, Alabama, described as follows:

**ORIGINAL RECORD DESCRIPTION**

Commence at the Northwest corner of the Southwest One-Quarter of Section 11, Township 21 South, Range 3 West; thence run East along the North line of said Quarter Section line for a distance of 1235.17 feet; thence turn an angle to the right of 90° and run South for a distance of 16.74 feet to the point of beginning; from the point of beginning thus obtained turn an angle to the left of 90°55'29" and run North 89°04'31" East for a distance of 774.99 feet; thence turn an angle to the right of 94°40'29" and run South 3°45' West for a distance of 151.76 feet; thence turn an angle to the left of 93°45' and run East for a distance of 245.00 feet; thence turn an angle to the right of 93°45' and run South 3°45' West for a distance of 93.40 feet to the point of commencement of a curve to the right, said curve having a central angle of 4°04'40" and a radius of 2841.09 feet; said chord bearing is South 5°47'20" West; thence run along the arc of said curve in a Southwesterly direction for a distance of 202.20 feet to the end of said curve; thence turn an angle to the right from the tangent extended to said curve of 81°12'33" and run South 89°02'13" West for a distance of 210.00 feet; thence turn an angle to the left of 76°10'06" and run South 12°52'07" West for a distance of 55.56 feet; thence turn an angle to the right of 90° and run North 77°07'53" West for a distance of 82.00 feet; thence turn an angle to the left of 90° and run South 12°52'07" West for a distance of 115.00 feet; thence turn an angle to the right of 63°40' and run South 76°32'07" West for a distance of 85.00 feet; thence turn an angle to the left of 63°40' and run South 12°52'07" West for a distance of 212.94 feet; thence turn an interior angle to the right of 73°55'17" and run North 61°03'10" West for a distance of 65.77 feet; thence turn an angle to the left of 26°58'40" and run North 88°01'50" West for a distance of 123.93 feet; thence turn an angle to the right of 13°18'35" and run North 74°43'15" West for a distance of 61.16 feet; thence turn an angle to the right of 29°40'41" and run North 45°02'34" West for a distance of 168.05 feet; thence turn an angle to the left of 65°03'32" and run South 69°53'54" West for a distance of 130.16 feet; thence turn an angle to the left of 29°25'03" and run South 40°28'51" West for a distance of 72.60 feet; thence turn an angle to the left of 3°34'28" and run South 36°54'23" West for a distance of 35.20 feet; thence turn an angle to the right of 20°30'52" and run South 57°25'15" West for a distance of 79.37 feet; thence turn an angle to the right of 47°35'07" and run North 74° 59'38" West for a distance of 177.55 feet; thence turn an angle to the right of 49°48'02" and run North 25°11'36" West for a distance of 89.68 feet; thence turn an angle to the right of 8°47'59" and run North 16°23'37" for a distance of 22.48 feet; thence turn an angle to the right of 28°26'26" and run North 12°02'49" East for a distance of 18.64 feet; thence turn an angle to the right of 22°06'47" and run North 34°09'36" East for a distance of 48.14 feet; thence turn an angle to the left of 24°23'17" and run North 9°46'19" East for a distance of 86.54 feet; thence turn an angle to the left of 15°22'56" and run North 5°36'37" West for a distance of 25.80 feet; thence turn an angle to the left of 27°43'06" and run North 33°19'43" West for a distance of 47.20 feet; thence turn an angle to the left of 66°35'31" and run South 80°04'46"

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West for a distance of 95.59 feet; thence turn an angle of 18°23'40" and run North 81°31'34"  
West for a distance of 35.87 feet; thence turn an angle to the right of 15°54'27" and run North  
65°37'07" West for a distance of 117.72 feet; thence turn an angle to the right of 28°09'54" and  
run North 37°27'13" West for a distance of 147.16 feet; thence turn an angle to the left of  
00°36'11" and run North 38°03'24" West for a distance of 131.44 feet; thence turn an angle to the  
right of 37°27'25" and run North 00°35'59" West for a distance of 53.61 feet; thence turn an  
angle to the right of 55°34'51" and run North 54°58'52" East for a distance of 64.90 feet; thence  
turn an angle to the right of 36°29'42" and run South 88°31'26" East for a distance of 74.07 feet;  
thence turn an angle to the left of 57°13'59" and run North 34°14'35" East for a distance of 13.45  
feet; thence turn an angle to the left of 14°12'31" and run North 20°02'04" East for a distance of  
40.69 feet; thence turn an angle to the left of 17°15'54" and run North 2°46'10" East for a  
distance of 50.14 feet; thence turn an angle to the right of 86°18'21" and run North 89°04'31"  
East for a distance of 546.97 feet to the point of beginning.

### **LESS AND EXCEPT:**

A part of the NE 1/4 of the SW 1/4, Section 11, Township 21 South, Range 3 West, identified as  
Tract No. 26, Project No. STPAA-458(1), Shelby County, Alabama, and being more fully  
described as follows:

Commence at the Northeast corner of said NE 1/4 of the SW 1/4; thence West along the North  
line of said NE 1/4 of SW 1/4 a distance of 402 feet, more or less, to the present Northwest right  
of way line of Alabama Highway 119; thence Southerly along said right of way line a distance of  
186 feet, more or less, to a point that is 75 feet Westerly of and at right angles to the centerline of  
Project No. STPAA-458(1) at Station 494+00 and the point of beginning of the property herein  
to be described; thence continue Southerly along said right of way line a distance of 267 feet,  
more or less, to the South property line; thence West along said property line a distance of 14  
feet, more or less, to a point that is 75 feet Westerly of and at right angles to said centerline;  
thence Northerly, parallel with said centerline, along a curve to the left (concave Northerly),  
having a radius of 4675.0 feet, a distance of 269 feet, more or less, to the point of beginning.  
Situating in Shelby County, Alabama.

The limited warranty set forth in the Statutory Warranty Deed to which this Exhibit "A" is  
attached is limited to the ORIGINAL RECORD DESCRIPTION set forth hereinabove.

### **SURVEYED DESCRIPTION**

Being situated in the North one-half of the Southwest quarter of Section 11, Township 21 South,  
Range 3 West, Shelby County, Alabama being more particularly described as follows:  
Commence at the Northwest corner of the Southwest quarter of Section 11, Township 21 South,  
Range 3 West: thence run East along the North line of said quarter section line for a distance of  
1235.17 feet; thence run South for a distance of 16.74 feet an iron pin, said pin being the True  
Point Of Beginning; from the point of beginning run North 89°04'31" East, 774.99 feet to an iron  
pin; thence run South 3°45'00" West, 151.67 feet to an iron pin; thence run East for a distance of  
245.08 feet to an iron pin marking the West right of way of Alabama Highway 119; thence along  
said Alabama Highway 119 run South 07°37'12" West for a distance of 27.84 feet to a concrete



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monument; thence along a curve to the right (said curve having a radius of 4675.00 feet, a chord length of 269.40 feet and a chord bearing of South 07°52'38" West) run for a distance of 269.44 feet to an iron pin; thence leaving said right of way of Alabama Highway 119 run South 89°02'29" for a distance of 195.91 feet to an iron pin; thence run South 12°55'00" West, 55.59 feet to an iron pin; thence run North 77°10'14" West, 82.48 feet to an iron pin; thence run South 12°53'09" West, 114.76 feet to an iron pin; thence run South 76°36'31" West, 84.96 feet to an iron pin; thence run South 12°57'30" West, 171.46 feet; thence run South 12°57'30" West, 41.61 feet; thence run North 61°03'10" West, 64.79 feet; thence run North 88°01'50" West, 123.93 feet; thence run North 74°43'15" West, 61.16 feet; thence run North 45°02'34" West, 168.05 feet; thence run South 69°53'54" West, 130.16 feet; thence run South 40°28'51" West, 72.60 feet; thence run South 36°54'23" West, 35.20 feet; thence run South 57°25'15" West, 79.37 feet; thence run North 74° 59'38" West, 177.55 feet thence run North 25°11'36" West 89.68 feet; thence run North 16°23'37" West, 22.48 feet; thence run North 12°02'49" East, 18.64 feet; thence run North 34°09'36" East, 48.14 feet; thence run North 09°46'19" East, 86.54 feet; thence run North 05°36'37" West, 25.80 feet; thence run North 33°19'43" West, 47.20 feet; thence run South 80°04'46" West, 95.59 feet; thence run North 81°31'34" West, 35.87 feet; thence run North 65°37'07" West, 117.72 feet; thence run North 37°27'13" West, 147.16 feet; thence run North 38°03'24" West, 131.44 feet; thence run North 00°35'59" West, 53.61 feet; thence run North 54°58'52" East, 64.90 feet; thence run South 88°31'26" East, 74.07 feet; thence run North 34°14'35" East, 13.35 feet; thence run North 20°02'04" East, 40.69 feet; thence run North 02°46'10" East, 50.14 feet; thence run North 89°15'55" East, 32.72 feet; thence run North 89°04'31" East, 516.91 feet to an iron pin, said pin being the True Point of Beginning.

**FINANCING STATEMENT  
EXHIBIT B**

**(Revised 7-17-2014)**

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 Property or are located on the Property, 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 Property 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 Multifamily Loan and Security Agreement (**“Loan Agreement”**) evidencing and securing the loan secured by this financing statement (**“Loan”**).
- (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 of such a taking.
- (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 after the date this financing statement is recorded or filed, 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 “**Imposition Reserve Deposits**,” which means all amounts deposited by the Debtor in connection with the Loan for (a) hazard insurance premiums or other insurance premiums required by Secured Party, (b) taxes or payments in lieu of taxes, (c) water and sewer charges that could become a lien on the Property, (d) ground rents, and (e) assessments or other charges that could become a lien on the Property.
- (11) All refunds or rebates of Imposition Reserve Deposits by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded or filed).
- (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 (subject to the terms of the Loan Agreement).
- (14) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements, if any (collectively, “**Cap Agreements**”), obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the Loan Documents (as defined in the Loan Agreement) or as a condition to Secured Party’s making the loan that is the subject of such Loan Documents, together with all of the following:
  - (i) Any and all moneys (collectively, “**Cap Payments**”) payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty (“**Cap Provider**”).
  - (ii) All rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, existing or arising after the date this financing statement is recorded or filed.



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- (iii) All rights, liens and security interests or guarantees existing or following the date this financing statement is recorded, granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment.
- (iv) All documents, writings, books, files, records and other documents arising from or relating to any of the items listed in items 14(i) through (iii), whether existing now or created after the date this financing statement is recorded or filed.
- (v) All cash and non-cash proceeds and products of any of the items listed in items 14(i) through (iv).
- (15) Reserved.
- (16) All other assets of Debtor, whether now owned or acquired after the date this financing statement is recorded or filed.
- (17) 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  
08/16/2022 11:20:34 AM  
\$53.00 JOANN  
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*Allen S. Bayl*