



UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)	
B. E-MAIL CONTACT AT SUBMITTER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<div><div></div><div>Cassin & Cassin LLP 2900 Westchester Avenue, Suite 402 Purchase, NY 10577 Attention: Recording Department</div><div></div></div>	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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)

1a. ORGANIZATION'S NAME						
GWR HUNTLEY PARTNERS, LLC						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2000 West Loop South, Suite 1050			Houston	TX	77027	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)

2a. ORGANIZATION'S NAME						
OR	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)

3a. ORGANIZATION'S NAME						
FANNIE MAE						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS c/o JLL Real Estate Capital, LLC 2177 Youngman Avenue			CITY St. Paul	STATE MN	POSTAL CODE 55116	COUNTRY USA

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

See Schedule A (Borrower) to UCC attached hereto and 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:			6b. 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	<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:					
File with the Office of the County Clerk of Shelby County, State of Alabama			JLL/The Huntley Apartment Homes		

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

GWR HUNTLEY PARTNERS, 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

JLL REAL ESTATE CAPITAL, LLC

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2177 Youngman Avenue

St. Paul

MN

55116

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:

The Huntley Apartment Homes

100 Huntley Apartment Drive, Pelham, AL 35124

County: SHELBY

17. MISCELLANEOUS: File with the Office of the County Clerk of Shelby County, State of Alabama

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Borrower)**

DEBTOR: **GWR HUNTLEY PARTNERS, LLC, A
DELAWARE LIMITED LIABILITY COMPANY**

2000 WEST LOOP SOUTH, SUITE 1050
HOUSTON, TX 77027

SECURED PARTY: **JLL REAL ESTATE CAPITAL, LLC, A
DELAWARE LIMITED LIABILITY COMPANY**

2177 YOUNGMAN AVENUE
ST. PAUL, MN 55116

This financing statement covers all of Debtor's present and future right, title and interest in and to all of the following 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 Exhibit A 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 is 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 state in which the Property is located (the “**Property Jurisdiction**”);

4. Personalty.

All Goods, Accounts, choses in action, chattel paper, documents, general intangibles (including software not otherwise considered Goods), 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 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 Property or Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (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;

6. Insurance.

All insurance policies relating to the Property or Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Property or 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 Property or 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 Collateral Property, whether direct or indirect (a “**Condemnation Action**”), (b) any damage to the Property or 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 Property or 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 any part of the Property or 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 Property or 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 Property or Collateral Property, or any portion of the Property or 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 Property or 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 Property or 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 or 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 Property or Collateral Property, to prevent the imposition of liens on the Property or 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 Property or Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or 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 oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the 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
(Borrower)**

DESCRIPTION OF THE PROPERTY

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

PARCEL I:

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the Northwest corner of said Section 30, said point being the point of beginning; thence South 89° 26' 05" East along North line of said 1/4-1/4 section a distance of 625.00 feet; thence South 00° 26' 48" West a distance of 1310.02 feet; thence North 89° 22' 20" West a distance of 625.00 feet; thence North 00° 26' 48" East a distance of 1309.34 feet to the point of beginning.

LESS AND EXCEPT the following:

Commence at the Northwest corner of Section 30, Township 20 South, Range 2 West, and thence South 89° 26' 05" East a distance of 585.51 feet to the point of beginning; thence South 89° 26' 05" East a distance of 38.49 feet; thence South 00° 26' 48" West a distance of 359.29 feet; thence with a curve turning to the right with an arc length of 364.74 feet, with a radius of 780.00 feet, with a chord bearing of North 05° 40' 02" West with a chord length of 361.42 feet, which is the point of beginning.

PARCEL II:

Rights obtained that constitute an interest in real estate under that certain Declaration of Utility Easement by C&A Enterprises, L.L.C., an Alabama limited liability company, Cole Investment Realty, LLC, an Alabama limited liability company, Awtrey Investment Realty, LLC, an Alabama limited liability company, and Huntley Hall Apartments, Ltd., an Alabama limited partnership, dated June 10, 2004, filed June 10, 2004, and recorded in Instrument Number 20040610000314500, as affected by the dedication of Huntley Parkway according to the Resurvey of Lots 1, 2, 3, 4, 5, 7 and 8 Pelham Town Center as recorded in Map Book 40, Page 87. In the Probate Office of Shelby County, Alabama.

BEING THE SAME PROPERTY DESCRIBED AS FOLLOWS:

A parcel of land situated in the NW 1/4 of the NW 1/4 of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the NW corner of said Section 30, said point being the Point of Beginning; thence South 89° 26' 05" East along North line of said 1/4 – 1/4 Section, a distance of 625.00 feet; thence South 00° 26' 48" West, a distance of 1,310.02 feet; thence North 89° 22' 20" West, a distance of 625.00 feet; thence North 00° 26' 48" East, a distance of 1,309.34 feet to the Point of Beginning.

LESS AND EXCEPT the following:

Commence at the NW corner of Section 30, Township 20 South, Range 2 West and thence South 89° 26' 05" East a distance of 586.51 feet to the Point of Beginning; thence South 89° 26' 05" East a distance of 38.49 feet; thence South 00° 26' 48" West a distance of 359.29 feet; thence with a curve turning to the right with an arc length of 364.74 feet, with a radius of 780.00 feet, with a chord bearing of North 05° 40' 02" West, with a chord length of 361.42 feet, which is the point of beginning.

ALSO, a permanent, perpetual and non-exclusive easement for utilities as set forth in Declaration of Utility Easement as recorded in Instrument 20040610000314500, more particularly described as follows:

Commence at the NW corner of Section 30 Township 20 South, Range 2 West and thence South 89° 26' 05" East a distance of 566.35 feet to the Point of Beginning; thence with a curve turning to the right with an arc length of 350.54 feet, with a radius of 800.00 feet, with a chord bearing of North 20° 06' 07" East, with a chord length of 347.75 feet, thence with a curve turning to the left with an arc length of 142.09 feet, with a radius of 250.00 feet, with a chord bearing of North 16° 22' 20" East, with a chord length of 140.19 feet, thence North 00° 05' 23" East a distance of 622.22 feet, thence with a curve turning to the left with an arc length of 194.28 feet, with a radius of 250.00 feet, with a chord bearing of North 22° 10' 25" West, with a chord length of 189.43 feet, thence with a curve turning to the right with an arc length of 486.54 feet, with a radius of 350.00 feet, with a chord bearing of North 04° 36' 47" West, with a chord length of 448.30 feet, thence North 60° 03' 21" West a distance of 243.63 feet, thence North 13° 16' 13" East a distance of 41.76 feet, thence South 60° 03' 21" East a distance of 258.00 feet, thence with a curve turning to the right with an arc length of 34.12 feet, with a radius of 20.00 feet, with a chord bearing of South 11° 10' 51" East, with a chord length of 30.13 feet, thence South 37° 41' 38" West a distance of 4.97 feet, thence with a curve turning to the left with an arc length of 473.04 feet, with a radius of 330.00 feet, with a chord bearing of South 03° 22' 18" East, with a chord length of 433.57 feet, thence with a curve turning to the right with an arc length of 209.83 feet, with a radius of 270.00 feet, with a chord bearing of South 22° 10' 25" East, with a chord length of 204.59 feet, thence South 00° 05' 23" West a distance of 622.22 feet, thence with a curve turning to the right with an arc length of 153.46 feet, with a radius of 270.00 feet, with a chord bearing of South 16° 22' 20" West, with a chord length of 151.40 feet, thence with a curve turning to the left with an arc length of 339.33 feet, with a radius of 780.00, with a chord bearing of South 20° 11' 30" West, with a chord length of 330.00 feet, thence North 89° 20' 05" West a distance of 20.15 feet which is the point of beginning.

Less and except any property lying in the Shelby County Highway right-of-way as recorded in Instrument #20040408000183400, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/30/2024 01:47:09 PM
\$53.00 PAYGE
20240530000160330

Allen S. Bayl