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Midland County

Alison Haley
County Clerk

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*** THIS PAGE IS PART OF THE INSTRUMENT ***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



State of Texas
County of Midland

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the named RECORDS of Midland County, Texas as stamped hereon.

Alison Haley
County Clerk
Midland County, Texas

Midland

[Redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Valerie Rubin (516) 506-4443

B. E-MAIL CONTACT AT FILER (optional)
vrubin@arbor.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Arbor Multifamily Lending, LLC
333 Earle Ovington Blvd., Suite 900
Uniondale, NY 11553

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
Document No. 20142792 Midland Co., TX 11/26/2014

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3A6) and provide Debtor's name in item 13

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

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
If 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
ARBOR REALTY SR, INC.

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
ARBOR BA FUNDING, LLC

OR

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

7c. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**

333 Earle Ovington Blvd., Suite 900 Uniondale NY 11553 USA

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 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

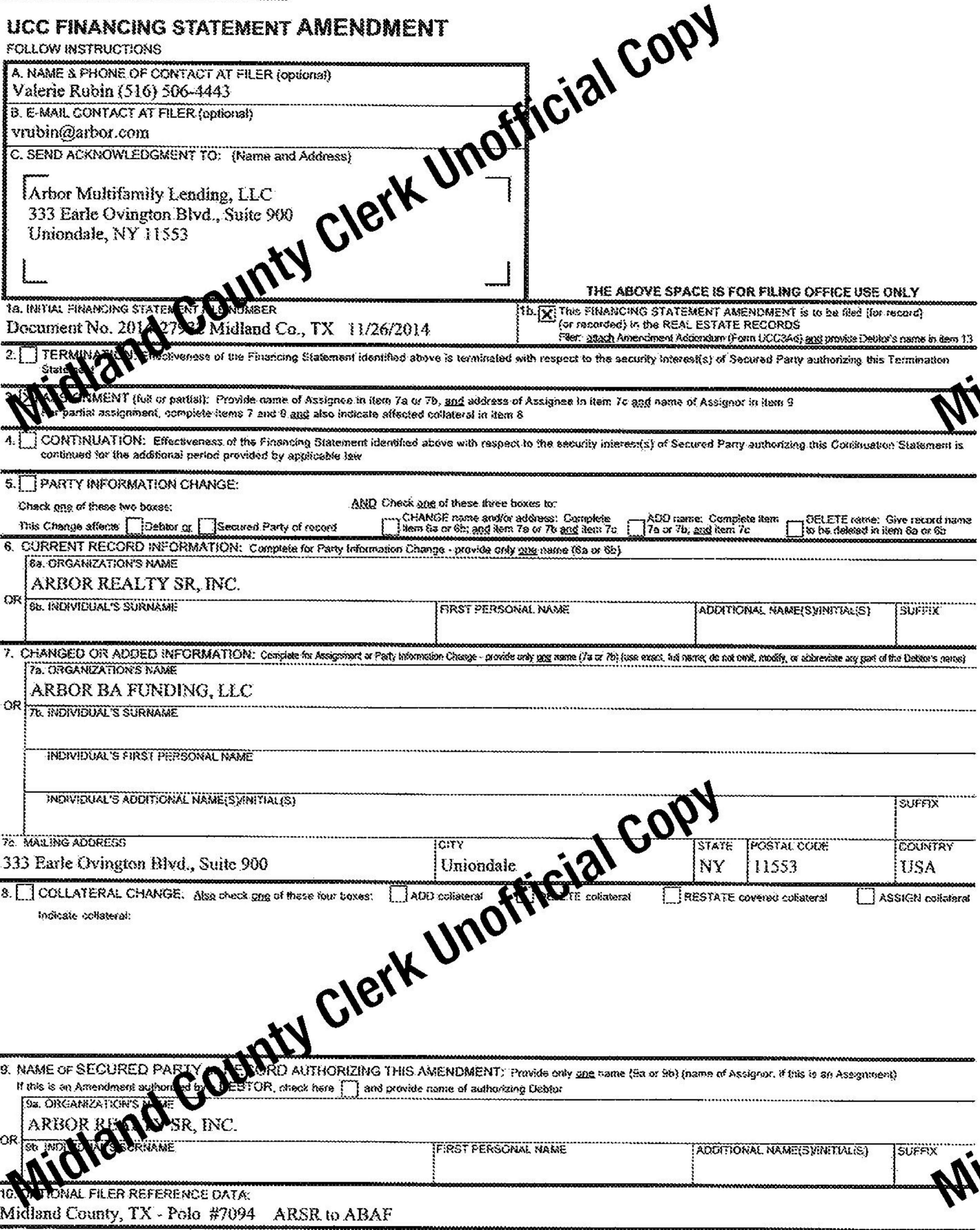
9a. ORGANIZATION'S NAME
ARBOR REALTY SR, INC.

OR

9b. INDIVIDUAL'S SURNAME **FIRST PERSONAL NAME** **ADDITIONAL NAME(S)/INITIAL(S)** **SUFFIX**

10. OPTIONAL FILER REFERENCE DATA:
Midland County, TX - Polo #7094 ARSR to ABAF

FILING OFFICE COPY -- UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/2011)



SCHEDULE A

DEBTOR: MIDLAND REH POLO PARK I
P.O. BOX 224, PARKVILLE LOCATION
BROOKLYN, NEW YORK 11214

SECURED PARTY: ARBOR REALTY SR, INC.
333 EAST DOWNINGTON BOULEVARD
UNIONDALE, NEW YORK 11553

This financing statement covers the following types (or items) of property (the "Collateral Property"):

1. 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 "Premises");

2. All buildings, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (collectively, the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

3. All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, entry passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Debtor of, in and to the Premises and Improvements every part and parcel thereof, with the appurtenances thereto;

4. All machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon, or in, and used in connection with the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon, or in, and used in connection

with the Premises or the Improvements or appurtenant thereto, and of the foregoing items described in this paragraph (D) collectively, the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (the "Fixtures"), and are part of the real estate;

5. All awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

6. All leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into and all reciprocal easement agreements, license agreements, and other agreements with tenants or occupants and fee owners of property contiguous to or surrounding the Premises (the "Leases"), together with all cash or security deposits, advance rentals and payments of similar nature and guarantees or other security held by Debtor in connection therewith to the extent of Debtor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues and profits from the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents;

7. All proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

8. All right, title and interest of every nature of Debtor in all monies deposited or to be deposited in any funds or accounts maintained or deposited with Secured Party, or its assigns, in connection herewith;

9. All Property Agreements, accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

10. All claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or Equipment including, without limitation, damage arising from any

defect in or with respect to the design or construction of the improvements, the Fixtures or the Equipment and any damage resulting therefrom;

11. All deposits or other security or advance payments, including rental payments made by or on behalf of Debtor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, Improvements, the Fixtures or Equipment;

12. All intangible property relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, trade names, trademarks, logos, building names and goodwill;

13. All advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

14. All drawings, designs, plans and specifications prepared by the architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Premises, as amended from time to time;

15. The right, in the name of and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment and to commence any action or proceeding to protect the interest of Secured Party in the Premises, the Improvements, the Fixtures or the Equipment; and

16. All proceeds of each of the foregoing.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the State of Florida (the "UCC") shall have the meanings assigned to them by the UCC.

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EXHIBIT A
TO
UCC SCHEDULE A

DESCRIPTION OF PROPERTY

Being LOT ONE (1), BLOCK THREE (3), PICO PARK-SECTION I, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 77, Plat Records, Midland County, Texas.

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