

1. Debtor(s) (Last Name First) and address(es) Woodbrook Apartments, Ltd. Birmingham, Alabama 35203 2117 2nd Ave., North	2. Secured Party(ies) and address(es) Green Park Financial 2100 Pennsylvania Avenue, N.W. Suite 280 Washington, D.C. 20037-3202	3. Filing Officer (Date, Time, No., and Filing Office) 023525 89 JUL 27 PM 1:09 JUDGE OF PROBATE INSTRUMENT WAS FILED
---	---	---

4. Debtor is a utility.

5. This financing statement covers the following types (or items) of property:
 See Exhibits "A" and "B" attached hereto and incorporated herein by this reference.

TAX PLOW Mtg Book 248 Page 194

6. Complete only when filing with the Judge of Probate:
 The initial indebtedness secured by this financing statement is \$ _____
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 17.00

7. This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5).

8. Check X if covered: Products of Collateral are also covered. No. of additional sheets presented _____

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 already subject to a security interest in another jurisdiction when debtor's location changed to this state.

which is proceeds of the original collateral described above in which a security interest is perfected.
 acquired after a change of name, identity or corporate structure of debtor
 as to which the filing has lapsed.

Filed with: **WOODBROOK APARTMENTS, LTD.**,
 an Alabama limited partnership
 By: **SHELBY DEVELOPMENT COMPANY**, an Alabama
 general partnership

 Signature(s) of Debtor(s) a General Partner

GREEN PARK FINANCIAL, a Maryland general partnership
 By: **WALKER & DUNLOP MULTIFAMILY, INC.**, a Delaware
 corporation, Its Managing General Partner
 By: *Marsha M. Schuyler*
 Marsha M. Schuyler, Signature of Secured Party(ies)
 (Required only if filed without debtor's Signature - see Box 9)

(1) FILING OFFICER COPY - ALPHABETICAL

EXHIBIT "A"

This Financing Statement covers the following property:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of such premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefore, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awning, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon such premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitations, the proceeds of insurance; and

(d) All leases now or hereafter affecting the premises hereinafter described or any improvements or appurtenant facilities erected upon or about the premises hereinafter described and all right, title and interest of the Debtor thereunder including, without limitations, cash or securities deposited thereunder to secure performance by the tenants of

their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of any such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitations, the right to receive and collect the rents thereunder; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and collateral.

(f) This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies and such tenant has the right to remove the same at or before the expiration of the term of its lease, and any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

(g) The aforesaid items are included as security in a certain Multifamily Deed of Trust or Mortgage, Assignment of Rents and Security Agreement of even date given by the Debtor to the trustee for the Secured Party named above and recorded or intended to be recorded among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owned by the Debtor to the Secured Party evidenced by a certain Multifamily Note and Addendum to Multifamily Note, all of even date executed by the Debtor to the order of the Secured Party.

(h) Proceeds of collateral, accessions and after-acquired property are covered by this Financing Statement.

(i) The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, the real property located in the County of Shelby, State of Alabama, as more fully described on Exhibit B attached hereto and by this reference incorporated herein.

EXHIBIT "B"

LEGAL 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 degrees 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 degrees 55 minutes 29 seconds and run north 89 degrees 04 minutes 31 seconds east for a distance of 774.99 feet; thence turn an angle to the right of 94 degrees 40 minutes 29 seconds and run south 3 degrees 45 minutes west for a distance of 151.76 feet; thence turn an angle to the left of 93 degrees 45 minutes and run east for a distance of 245.00 feet; thence turn an angle to the right of 93 degrees 45 minutes and run south 3 degrees 45 minutes 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 degrees 04 minutes 40 seconds and a radius of 2841.09 feet. Said chord bearing is south 5 degrees 47 minutes 20 seconds 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 degrees 12 minutes 33 seconds and run south 89 degrees 02 minutes 13 seconds west for a distance of 210.00 feet; thence turn an angle to the left of 76 degrees 10 minutes 06 seconds and run south 12 degrees 52 minutes 07 seconds west for a distance of 55.56 feet; thence turn an angle to the right of 90 degrees and run north 77 degrees 07 minutes 53 seconds west for a distance of 82.00 feet; thence turn an angle to the left of 90 degrees and run south 12 degrees 52 minutes 07 seconds west for a distance of 115.00 feet; thence turn an angle to the right of 63 degrees 40 minutes and run south 76 degrees 32 minutes 07 seconds west for a distance of 85.00 feet; thence turn an angle to the left of 63 degrees 40 minutes and run south 12 degrees 52 minutes 07 seconds west for a distance of 212.94 feet; thence turn an angle to the right of 73 degrees 55 minutes 17 seconds and run north 61 degrees 03 minutes 10 seconds west for a distance of 65.77 feet; thence turn an angle to the left of 26 degrees 58 minutes 40 seconds and run north 88 degrees 01 minutes 50 seconds west for a distance of 123.93 feet; thence turn an angle to the right of 13 degrees 18 minutes 35 seconds and run north 74 degrees 43 minutes 15 seconds west for a distance of 61.16 feet; thence turn an angle to the right of 29 degrees 40 minutes 41 seconds and run north 45 degrees 02 minutes 34 seconds west for a distance of 168.05 feet; thence turn an angle to the left of 65 degrees 03 minutes 32 seconds and run south 69 degrees 53 minutes 54 seconds west for a distance of 130.16 feet; thence turn an angle to the left of 29 degrees 25 minutes 03 seconds and run south 40 degrees 28 minutes 51 seconds west for a distance of 72.60 feet; thence turn an angle to the left of 3 degrees 34 minutes 28 seconds and run south 36 degrees 54 minutes 23 seconds west for a distance of 35.20 feet; thence turn an angle to the right of 20 degrees 30 minutes 52 seconds and run south 57 degrees 25 minutes 15 seconds west for a distance of 79.37 feet; thence turn an angle to the right of 47 degrees 35 minutes 07 seconds and run north 74 degrees 59 minutes 38 seconds west for a distance of 177.55 feet; thence turn an angle to the right of 49 degrees 48 minutes 02 seconds and run north 25 degrees 11 minutes 36 seconds west for a distance of 89.68 feet; thence turn an angle to the right of 8 degrees 47 minutes 59 seconds and run north 16 degrees 23 minutes 37 seconds for a

distance of 22.48 feet; thence turn an angle to the right of 28 degrees 26 minutes 26 seconds and run north 12 degrees 02 minutes 49 seconds east for a distance of 18.64 feet; thence turn an angle to the right of 22 degrees 06 minutes 47 seconds and run north 34 degrees 09 minutes 36 seconds east for a distance of 48.14 feet; thence turn an angle to the left of 24 degrees 23 minutes 17 seconds and run north 9 degrees 46 minutes 19 seconds east for a distance of 86.54 feet; thence turn an angle to the left of 15 degrees 22 minutes 56 seconds and run north 5 degrees 36 minutes 37 seconds west for a distance of 25.80 feet; thence turn an angle to the left of 27 degrees 43 minutes 06 seconds and run north 33 degrees 19 minutes 43 seconds west for a distance of 47.20 feet; thence turn an angle to the left of 66 degrees 35 minutes 31 seconds and run south 80 degrees 04 minutes 46 seconds west for a distance of 95.59 feet; thence turn an angle to the right 18 degrees 23 minutes 40 seconds and run north 81 degrees 31 minutes 34 seconds west for a distance of 35.87 feet; thence turn an angle to the right of 15 degrees 54 minutes 27 seconds and run north 65 degrees 37 minutes 07 seconds west for a distance of 117.72 feet; thence turn an angle to the right of 28 degrees 09 minutes 54 seconds and run north 37 degrees 27 minutes 13 seconds west for a distance of 147.16 feet; thence turn an angle to the left of 00 degrees 36 minutes 11 seconds and run north 38 degrees 03 minutes 24 seconds west for a distance of 131.44 feet; thence turn an angle to the right of 37 degrees 27 minutes 25 seconds and run north 00 degrees 35 minutes 59 seconds west for a distance of 53.61 feet; thence turn an angle to the right of 55 degrees 34 minutes 51 seconds and run north 54 degrees 58 minutes 52 seconds east for a distance of 64.90 feet; thence turn an angle to the right of 36 degrees 29 minutes 42 seconds and run south 88 degrees 31 minutes 26 seconds east for a distance of 74.07 feet; thence turn an angle to the left of 57 degrees 13 minutes 59 seconds and run north 34 degrees 14 minutes 35 seconds east for a distance of 13.45 feet; thence turn an angle to the left of 14 degrees 12 minutes 31 seconds and run north 20 degrees 02 minutes 04 seconds east for a distance of 40.69 feet; thence turn an angle to the left of 17 degrees 15 minutes 54 seconds and run north 2 degrees 46 minutes 10 seconds east for a distance of 50.14 feet; thence turn an angle to the right of 86 degrees 18 minutes 21 seconds and run north 89 degrees 04 minutes 31 seconds east for a distance of 546.97 feet to the point of beginning. Said parcel contains 960,170 square feet or 22.042478 acres.

RECORDED
INDEXED BY THE
CLERK OF THE COURT
INSTRUMENT WAS FILED

89 JUL 27 PM 1:09

William S. Saunders, Jr.
JUDGE OF PROBATE