20070815000384190 1/5 \$34.00 Shelby Cnty Judge of Probate, AL 08/15/2007 12:11:46PM FILED/CERT
SOVE SPACE IS FOR FILING OFFICE USE ONLY
This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.
of the Secured Party authorizing this Termination Statement.
cured Party authorizing this Continuation Statement is
ive name of assignor in item 9.
ly <u>one</u> of these two boxes.
name ADD name: Complete item 7a or 7b. and also item 7c; also complete items 7d-7g (if applicable)
- · · · · · · · · · · · · · · · · · · ·
MIDDLE NAME SUFFIX

7g. ORGANIZATIONAL ID #, if any

UCC FINANCING STATEME FOLLOW INSTRUCTIONS (front and back)		
A. NAME & PHONE OF CONTACT AT FILER [optional] Phone (800)		Fax (818) 662-4141
B. SEND ACKNOWLEDGEMENT TO: (Name and Mailin	ig Address) 20	176 COLLATERAL REA

FOLLOW INSTRUCTIONS (front and back) CAREFULLY				08/15/2007 12:11.45(11.45)		
A. N	AME & PHONE OF CONTACT AT FILER [optional]					
	Phone (800) 33	1-3282 Fax (818) 66	2-4141	•		
B. S	END ACKNOWLEDGEMENT TO: (Name and Mailing Ad	Idress) 20176 COLLATER	AL REA			
	UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071	11878541 ALAL FIXTURE		THE ABOVE SPACE IS FOR FILING	OFFICE USE ONLY	
	NITIAL FINANCING STATEMENT FILE # 2002-1101000542100 11/01/02 CC	AL Shelby			STATEMENT AMENDMENT is ord] (or recorded) in the ECORDS.	
2 [TERMINATION: Effectiveness of the Financing	Statement identified above is terr	ninated with respect to securi	ty interest(s) of the Secured Party authoriz	ing this Termination Statement.	
3.	CONTINUATION: Effectiveness of the Financing continued for the additional period provided by applications.		espect to the security interest	(s) of the Secured Party authorizing this C	ontinuation Statement is	
4.	ASSIGNMENT (full or partial): Give name of a		<u> </u>	 	em 9.	
	MENDMENT (PARTY INFORMATION): This Ame		<u>-</u>	d. Check only one of these two boxes.		
[Also check one of the following three boxes and particles of the CHANGE name and/or address: Give current record in name (if name change) in item 7a or 7b and/or new a	name in item 6a or 6b; also give no	ew DELETE name:	I I	omplete item 7a or 7b. and also omplete items 7d-7g (if applicable)	
6. C	JRRENT RECORD INFORMATION:		- ··· · · · · · · · · · · · · · · · · ·		······································	
•	Ba. ORGANIZATION'S NAME City of Gardendale, Alabama					
OR	6b. INDIVIDUAL'S LAST NAME	FIRS	TNAME	MIDDLE NAME	SUFFIX	
_	HANGED (NEW) OR ADDED INFORMATION:	· · · · · · · · · · · · · · · · · · ·		_ ·		
	7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S LAST NAME	FIRS	TNAME	MIDDLE NAME	SUFFIX	
7c. N	AILING ADDRESS	CITY		STATE POSTAL CO	DE COUNTRY	

	AME OF SECURED PARTY OF RECORD AUTHORIZED and the authorizing Debtor, or if this is a Te							
	Pa. ORGANIZATION'S NAME Bank of New York Trust Company of Florida N. A.							
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX				

7f. JURISDICTION OF ORGANIZATION

10. OPTIONAL FILER REFERENCE DATA

7d. SEE INSTRUCTION

ADD'L INFO RE

ORGANIZATION

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

DEBTOR

11878541 Debtor Name: City of Gardendale, Alabama 080322227

7e. TYPE OF ORGANIZATION

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

NONE

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UCC FINANCING STATEMENT AMENDMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY 11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form) 2002-1101000542100 11/01/02 CC AL Shelby 12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form) 12a. ORGANIZATION'S NAME Bank of New York Trust Company of Florida N. A. OR 12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

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Description: See attached file for legal description.

[Meadow Wood Apartments]

Exhibit A
to
Financing Statement

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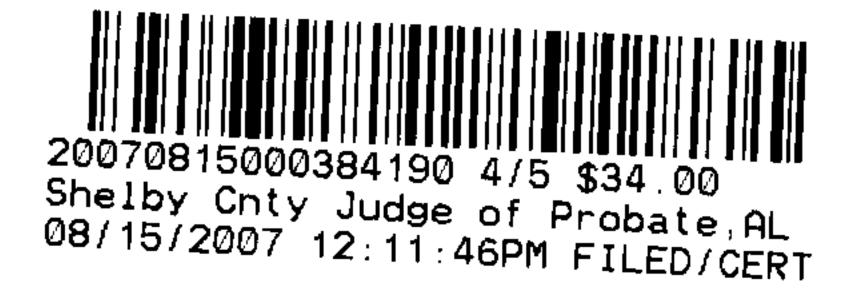
from
City of Gardendale, Alabama,
as Debtor,

to

The Bank of New York Trust Company of Florida, N.A., as Secured Party

The following described moneys, rights, titles and interest of the Debtor (all terms used herein as defined terms but not being defined, shall have the definitions given to them in that certain Trust Indenture dated as of November 1, 2002, between the Debtor and the Secured Party):

- (a) All right, title and interest of the Issuer in and to all Revenues.
- (b) All right, title and interest of the Issuer in and to the Financing Agreement, the Bond Mortgage Note, the Bond Mortgage and the Credit Facility (other than the Unassigned Rights), including all extensions and renewals of the terms thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to receive, receipt for, collect or make claim for any of the moneys, income, revenues, issues, profits and other amounts payable or receivable thereunder, whether payable under the above-referenced documents or otherwise, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Issuer or any other person is or may become entitled to do under said documents.



Excluding moneys or securities in the Cost of Issuance Fund, the Principal Reserve

Fund, the Rebate Fund and the Bond Purchase Fund, all funds, money and securities

and any and all other rights and interests in property whether tangible or intangible

from time to time hereafter by delivery or by writing of any kind, conveyed,

mortgaged, pledged, assigned or transferred as and for additional security hereunder

for the Bonds by the Issuer or by anyone on its behalf or with its written consent to

the Trustee, which is hereby authorized to receive any and all such property at any

and all times and to hold and apply the same subject to the terms hereof.

Information regarding the above-described collateral and the terms and provisions of the documents referred to herein may be obtained from the Debtor or the Secured Party at the addresses listed on the Financing Statement to which this Exhibit A is attached.

The Bond Mortgage relates to the real estate described on Exhibit B to this Financing Statement, and items of personal property covered by such documents are or may become fixtures to such real estate. Cole and Eddleman Development Company LLP is the record owner of such real estate.

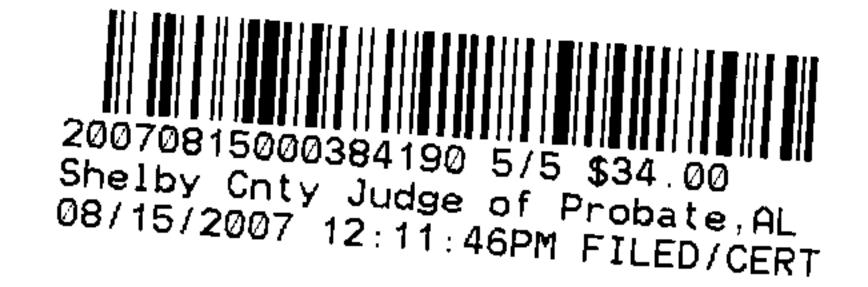


Exhibit B
to
Financing Statement
from
City of Gardendale, Alabama,
as Debtor,
to

The Bank of New York Trust Company of Florida, N.A., as Secured Party

A parcel of land located in the NE ¼ of Section 11 and the NW ¼ of Section 12, all in Township 20 South, Range 3 West, more particularly described as follows:

Commence at the most Southerly corner of Lot 4, Block 6 of Cahaba Valley Estates - Seventh Sector, as recorded in Map Book 6, page 82, in the Probate Office of Shelby County, Alabama; thence in a Southeasterly direction along the projection of the Southwesterly line of said Block 6, a distance of 160.00 feet to the Point of Beginning; thence continue along last described course, a distance of 762.00 feet; thence 90°10' left, in a Northeasterly direction, a distance of 360.00 feet; thence 89°50' left, in a Northwesterly direction, a distance of 762.00 feet; thence 90°10' left, in a Southwesterly direction, a distance of 360.00 feet to the Point of Beginning.

TOGETHER WITH a non-exclusive easement for ingress and egress and utilities over, under, and across the following described parcel:

Begin at the most Easterly corner of said Lot 4; thence in a Southeasterly direction along the projection of the Northeasterly line of said Block 6, a distance of 160.00 feet; thence 90°10' left in a Northeasterly direction a distance of 60.00 feet; thence 89°50' left in a Northwesterly direction a distance of 160.00 feet; thence 90°10' left in a Southwesterly direction a distance of 60.00 feet to the point of beginning.

All being situated in Shelby County, Alabama.

W0385005.WPD