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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| | |
|---|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] Corporation Service Company 1-800-858-5294 | |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) 50876937 - 330860 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 | |
| Filed In: Alabama Shelby | |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

| | | | |
|---|-----------------------------------|---|----------------------------------|
| 1a. INITIAL FINANCING STATEMENT FILE # 20051201000622120 12/1/2005 | | 1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input checked="" type="checkbox"/> | |
| 2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement. | | | |
| 3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law. | | | |
| 4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9. | | | |
| 5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable). | | | |
| 6. CURRENT RECORD INFORMATION: | | | |
| 6a. ORGANIZATION'S NAME THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BIRMINGHAM | | | |
| OR | 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME SUFFIX |
| 7. CHANGED (NEW) OR ADDED INFORMATION: | | | |
| 7a. ORGANIZATION'S NAME | | | |
| OR | 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME SUFFIX |
| 7c. MAILING ADDRESS | | CITY | STATE POSTAL CODE COUNTRY |
| 7d. <u>SEE INSTRUCTIONS</u> | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION |
| | | 7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE | |
| 8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned. | | | |

| | | | |
|---|----------------------------|------------|-----------------------|
| 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment. | | | |
| 9a. ORGANIZATION'S NAME REGIONS BANK fka AMSOUTH BANK | | | |
| OR | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME SUFFIX |
| 10. OPTIONAL FILER REFERENCE DATA Debtor: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BIRMINGHAM 50876937 | | | |



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SCHEDULE I
TO FINANCING STATEMENT

The Property covered by this financing statement includes all of the Mortgagor's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Mortgagor and whether now existing or hereafter incurred, created, arising or entered into (all of which being hereinafter collectively called the "Collateral"):

I.

Site

The real property and interests therein described in Exhibit A attached hereto (the "Real Property"), together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein (herein referred to as the "Sites").

II.

**Improvements and Other
Buildings on Site**

The buildings, structures and improvements located on the Sites (herein referred to as the "Improvements"), and all other buildings, structures and improvements now or hereafter located on the Sites.

III.

Equipment

The personal property, equipment, machinery and fixtures acquired by the Board or the Association with proceeds of the Bonds or pursuant to any provision of the Lease Agreement, including all substitutions and replacements for such personal property, equipment, machinery and fixtures and the proceeds thereof (herein referred to as the "Equipment").

IV.

Project Revenues and Lease Agreement

All payments by the Association pursuant to the Lease Agreement and all other revenues, rentals and receipts derived by the Board from the leasing or sale of the Facilities (herein referred to as "Project Revenues"), together with all rights, powers, privileges, options and other benefits of the Board under the Lease Agreement; provided, however, that:

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(1) Project Revenues shall not include indemnity payments pursuant to the Lease Agreement, or any payments similar to the foregoing to be made by another lessee pursuant to any lease entered into by the Board with respect to the Facilities;

(2) the Board shall retain the right to receive notices or other communications to be sent to it under the Lease Agreement;

(3) nothing contained in this clause shall impair, diminish or otherwise affect the Board's obligations under the Lease Agreement or impose any of such obligations on the Trustee; and

(4) the rights of the Bank with respect to the Project Revenues and Lease Agreement shall be subject and subordinate to the rights of the Trustee and Bondholders with respect to such property and rights, and until the Bonds are Fully Paid (within the meaning of the Indenture), all payments to be made to the Trustee pursuant to the Lease Agreement shall be received by the Trustee and applied by it as provided in the Indenture.

V.

Special Funds Under Indenture

Money and investments from time to time on deposit in, or forming a part of, the Special Funds established under the Indenture; provided, however, that unless and until the Bonds are Fully Paid (within the meaning of the Indenture), money and investments in the Special Funds shall be applied as provided in the Indenture.

VI.

Leasehold Estate of the Association in Facilities

The Association's leasehold estate and all other right, title and interest of the Association under and pursuant to the Lease Agreement, together with all the rights, privileges and options set forth therein.

VII.

Association's Other Equipment

All personal property and fixtures now owned or hereafter acquired by the Association, or in which the Association has or shall hereafter acquire any interest, that are located on the Real Property or in the Buildings or that are used or useful in connection with the business of the Association conducted at the Real Property, and all substitutions and replacements for such personal property and fixtures and the proceeds thereof.

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VIII.

Condemnation Awards and Insurance Proceeds

All awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Board or the Association with respect to the Real Property, Buildings and Equipment, as a result of the exercise of the right of eminent domain (herein referred to as "Condemnation Awards"), and all right, title and interest of the Board or the Association in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of such property.

IX.

Leases and Rents

- (a) All written or oral leases or subleases or other agreements for the use or occupancy of all or any portion of the Real Property, Buildings and Equipment with respect to which the Association is the lessor or sublessor, including without limitation the existing leases and subleases described in Exhibit B attached hereto, and any and all extensions and renewals thereof, now or hereafter existing (collectively, the "Leases");
- (b) Any and all guaranties of performance by lessees or sublessees under the Leases;
- (c) The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due or to which the Association may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of such property, or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, liquidated damages upon default, the premium payable by any lessee or sublessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to such property, together with any and all rights and claims of any kind that the Association may have against any such lessee or sublessee under the Leases or against any sub-sublessees or occupants of such property, all such moneys, rights and claims described in this subparagraph (c) being hereinafter referred to as the "Rents";
- (d) Any and all dues, fees and any other charges to which the Association is entitled or coming due under any membership contracts or agreements for the use of the Real Property and the Equipment located thereon; and,
- (e) Any award, dividend or other payment made hereafter to the Association in any court procedure involving any of the lessees or sublessees under the Leases in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments made by lessees or sublessees in lieu of rent, the Association hereby appointing the Bank as its

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irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

X.

Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Bank as and for additional security hereunder by the Mortgagors, or either of them, or by anyone on behalf of, or with the written consent of, the Mortgagors, or either of them.

The following definitions are hereby incorporated in this Schedule I and shall have the meanings ascribed to them as follows:

"Association" shall mean The Young Men's Christian Association of Birmingham, an Alabama nonprofit corporation.

"Bank" shall mean AmSouth Bank, an Alabama banking corporation with its principal place of business in Birmingham, Alabama and its successors and assigns.

"Board" shall mean The Public Park and Recreation Board of Jefferson County, an Alabama public corporation, until a successor corporation shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Board" shall mean such successor corporation.

"Bondholder" when used with respect to any Series 2005 Bond shall mean the person in whose name such Series 2005 Bond is registered in the Bond Register.

"Buildings" shall mean all buildings, structures and other improvements (including the Improvements) now or hereafter located on the Real Property.

"Indenture" shall mean that certain Trust Indenture dated November 1, 2005 between Board and the Trustee.

"Lease Agreement" shall mean that certain Lease Agreement dated November 1, 2005 between the Association and the Board.

"Mortgagor" shall mean the Association and the Board.

"Project" shall mean (i) the Site, (ii) the Improvements and all other buildings, structures and improvements now or hereafter located on the Site, and (iii) the Equipment.

"Real Property" shall mean all real property and interests therein (including the Site) mortgaged pursuant to, or otherwise subject to the lien of, this Mortgage.



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"Series 2005 Bonds" shall mean the Series 2005 Bonds.

"Special Funds" shall mean all funds and accounts established pursuant to the Indenture, including without limitation the Debt Service Fund, the Bond Purchase Fund and the Cost of Issuance Fund established pursuant to the Indenture.

"Trustee" shall mean Wachovia Bank, National Association, a national banking association, until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean such successor.



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EXHIBIT A

(Legal Description)

GREYSTONE

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND RUN IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1336.01 FEET TO A 1½ INCH OPEN PIPE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEFLECT AN ANGLE TO THE LEFT OF 132 DEGREES 49 MINUTES 41 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION A DISTANCE OF 102.14 FEET; THENCE TURN AN INTERIOR ANGLE OF 185 DEGREES 01 MINUTE 08 SECONDS AND RUN TO THE LEFT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 112.31 FEET; THENCE TURN AN INTERIOR ANGLE OF 176 DEGREES 02 MINUTES 57 SECONDS AND RUN TO THE RIGHT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 102.30 FEET; THENCE TURN AN INTERIOR ANGLE OF 106 DEGREES 17 MINUTES 55 SECONDS AND RUN TO THE RIGHT IN A NORTHEASTERLY DIRECTION 276.15 FEET; THENCE TURN AN INTERIOR ANGLE OF 175 DEGREES 00 MINUTES 09 SECONDS AND RUN TO THE RIGHT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 226.42 FEET; THENCE TURN AN INTERIOR ANGLE OF 94 DEGREES 23 MINUTES 04 SECONDS AND RUN TO THE RIGHT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 57.56 FEET; THENCE TURN AN INTERIOR ANGLE OF 265.00 DEGREES 36 MINUTES 56 SECONDS AND RUN TO THE LEFT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 174.46 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY 280, ALSO BEING A POINT ON A CURVE; THENCE TURN AN INTERIOR ANGLE OF 90 DEGREES 32 MINUTES 33 SECONDS TO TANGENT AND RUN TO THE RIGHT IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2714.79 FEET AND A CENTRAL ANGLE OF 16 DEGREES 34 MINUTES 27 SECONDS FOR A DISTANCE OF 785.31 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 91 DEGREES 55 MINUTES 23 SECONDS FROM THE TANGENT OF LAST DESCRIBED CURVE AND RUN TO THE RIGHT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 104.50 FEET; THENCE TURN AN INTERIOR ANGLE OF 112 DEGREES 46 MINUTES 44 SECONDS AND RUN TO THE RIGHT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 378.71 FEET; THENCE TURN AN INTERIOR ANGLE OF 270 DEGREES 18 MINUTES 59 SECONDS AND RUN TO THE LEFT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 208.95 FEET; THENCE TURN AN INTERIOR ANGLE OF 205 DEGREES 46 MINUTES 45 SECONDS AND RUN TO THE LEFT IN A SOUTHERLY DIRECTION A DISTANCE OF 144.62 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 32; THENCE TURN AN INTERIOR ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND RUN TO THE RIGHT IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION 32 A

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DISTANCE OF 258.72 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE CERTAIN BENEFITTING RIGHTS GRANTED IN THE RECIPROCAL EASEMENT AGREEMENT RECORDED IN INSTRUMENT 1999/33954, AS MODIFIED BY THAT CERTAIN MODIFICATION OF RECIPROCAL EASEMENT AGREEMENT RECORDED IN INSTRUMENT 2001/07233, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO TOGETHER WITH THOSE CERTAIN BENEFITTING RIGHTS GRANTED IN THE RECIPROCAL EASEMENT AGREEMENT RECORDED IN INSTRUMENT 20030307000141400 IN SAID PROBATE OFFICE. AS AMENDED BY INSTRUMENT 20050902000453650 IN SAID PROBATE OFFICE.

LESS AND EXCEPT:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 1 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 1 WEST AND RUN IN A EASTERLY DIRECTION ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1336.01 FEET TO THE SOUTHWEST CORNER OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 258.68 FEET; THENCE TURN AN INTERIOR ANGLE TO THE RIGHT OF 89 DEGREES 59 MINUTES 53 SECONDS AND RUN IN A NORTHERLY DIRECTION FOR A 144.62 FEET; THENCE TURN AN INTERIOR ANGLE TO THE RIGHT OF 205 DEGREES 46 MINUTES 45 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 208.94 FEET; THENCE TURN AN INTERIOR ANGLE TO THE RIGHT OF 270 DEGREES 18 MINUTES 45 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 378.74 FEET; THENCE TURN AN INTERIOR ANGLE TO THE RIGHT 112 DEGREES 46 MINUTES 58 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 74.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COARSE FOR A DISTANCE OF 30.00 FEET TO THE SOUTHERN-MOST RIGHT OF WAY LINE OF U.S. HIGHWAY 280, SAID POINT ALSO BEING ON A CURVE TURNING TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2714.79 FEET, A CENTRAL ANGLE OF 01 DEGREES 53 MINUTES 58 SECONDS, AN INTERIOR TANGENT ANGLE TO THE RIGHT OF 91 DEGREES 55 MINUTES 42 SECONDS AND A TANGENT DISTANCE OF 45.01; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 90.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE TURN AN INTERIOR ANGLE TO THE RIGHT FROM TANGENT OF SAID CURVE 90 DEGREES 02 MINUTES 56 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION 29.92 FEET; THENCE TURN AN EXTERIOR ANGLE TO THE LEFT OF 269 DEGREES 03 MINUTES 01 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 90.04 FEET TO THE POINT OF



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BEGINNING. SAID PARCEL CONTAINS 2,719 SQUARE FEET OR 0.06 ACRES MORE
OR LESS.

THE ABOVE DESCRIBED LEGAL DESCRIPTION BEING THE SAME PARCEL AS IN
THAT CERTAIN QUITCLAIM DEED WITH REVERSION RECORDED AS INSTRUMENT
#20040827000480270 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



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EXHIBIT B

Description of Leases

That certain Lease Agreement dated November 1, 2005 by and between The Board as the lessor and the Association as lessee.