

20090428000155550 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
04/28/2009 01:17:41 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] James E. Vann (205) 930-5484	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) James E. Vann Sirote & Permutt, P.C. 2311 Highland Avenue South Birmingham, Alabama 35205	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME Cahaba Valley Imaging, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 502 Montgomery Highway, Suite 101				
CITY Vestavia Hills		STATE AL	POSTAL CODE 35216	COUNTRY USA
1d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS				
CITY		STATE	POSTAL CODE	COUNTRY
2d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Oakworth Capital Bank				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 2100-A Southbridge Parkway, Suite 445				
CITY Birmingham		STATE AL	POSTAL CODE 35209	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the property and collateral and types of property and collateral described on Schedule A located on or relating to the real property described in Exhibit A attached hereto, whether now owned or existing or hereafter created on or acquired.

Additional security for mortgage recorded at 20090428000155530

5. ALTERNATIVE DESIGNATION [if applicable]	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA 54037-6						

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME Cahaba Valley Imaging, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. TAXID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME -insert only one debtor name (12a or 12b)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate.

See Exhibit A attached hereto and incorporated herein

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Cahaba Valley Imaging, LLC

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction - effective 30 years
☐ Filed in connection with a Public-Finance Transaction - effective 30 years

Schedule A

(a) All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements (except household goods of the Debtor not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

(c) All accounts (as presently or hereafter defined in the Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land, Improvements, and other Mortgaged Property, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land, Improvements and other Mortgaged Property;

(d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:


(i) All rents, royalties, profits, issues and revenues of the Land, Improvements, and other Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements, or other Mortgaged Property, or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, Improvements, or other Mortgaged Property, or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(f) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs(a), (b), (c) (d) or (e) above.

EXHIBIT A


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PARCEL I:

A parcel of land lying in the Southwest $\frac{1}{4}$ of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 2" open top pipe found in place at the Northeast corner of a parcel of land as recorded in Instrument # 20070209000061350 in the Office of the Judge of Probate of said County; thence run South 89 degrees 15 minutes 43 seconds West for a distance of 138.96 feet to a 1 - $\frac{1}{2}$ " open top pipe found at the Northwest corner of said parcel of land; thence South 00 degrees 08 minutes 50 seconds West for a distance of 72.32 feet to a capped rebar (FARMER) found at the Northeast corner of a parcel of land as recorded in Instrument # 20060124000038000 in the Office of the Judge of Probate of said County; thence North 88 degrees 18 minutes 09 seconds West for a distance of 32.68 feet to a 5/8" capped rebar set (SWW LS 19753) and the point of beginning; thence South 06 degrees 28 minutes 43 seconds East for a distance of 108.34 feet to a 5/8" capped rebar set (SWW LS 19753); thence North 88 degrees 18 minutes 22 seconds West for a distance of 180.22 feet to a 5/8" capped rebar set (SWW LS 19753); thence North 03 degrees 10 minutes 56 seconds East for a distance of 107.28 feet to a 5/8" capped rebar set (SWW LS 19753); thence South 88 degrees 18 minutes 09 seconds East for a distance of 162.03 feet to the point of beginning.

Now known as Lot 2, according to the Survey of the Racquet Club Commercial Park as recorded in Map Book 41, Page 4 in the Office of Judge of Probate of Shelby County, Alabama.

PARCEL II:

Together with a non-exclusive easement for utilities and ingress and egress, 30 feet in width and 364.13 feet in length, depicted on the Survey of Racquet Club Commercial Park, as recorded in Map book 41, at page 4 in the Office of the Judge of Probate of Shelby County, Alabama (the "Racquet Club Subdivision"), more particularly described as follows:

Begin at the southwest corner of Lot 1 of the Racquet Club Subdivision and run in an easterly direction along the southerly boundary of the said Lot 1, 183.76 feet to a point which is the southeast corner thereof; thence continue along the same course along the southerly boundary of Lot 2 of the Racquet Club Subdivision, 180.37 feet to the southeast corner thereof; thence turn an angle to the right of 90 degrees and run in a southerly direction 30 feet to a point on the northerly boundary of Lot 5 of the said Racquet Club Subdivision; thence turn an angle to the right and run in a westerly direction along the northerly boundary of the said Lot 5 to a point which is the northwest corner thereof; thence continue along the same course 185.76 feet to a point which lies in the easterly boundary of Racquet Club Parkway; thence turn an angle to the right of 90 degrees and run in a northerly direction 30 feet back to the point of beginning.