

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Attention: Lillian Auten
Sirote & Permutt, P. C.
P. O. Box 18248
Huntsville, AL 35804-8248

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

The Medical Clinic Board of the City of
Hoover
c/o City Hall
Hoover, AL 35226 35244

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

AmSouth Bank N.A.
Corporate Trust Administration
P. O. Box 11426
Birmingham, AL 35202

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

See attached Exhibit A

***Filed as additional security to that certain Mortgage and Indenture of Trust filed in Book _____, Page _____ in the Office of the Judge of Probate of ~~Jefferson~~ Shelby County, Alabama.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

**INSTRUMENT #
1992-20189**

Check X if covered: ☐ Products of Collateral are also covered.

6. 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.

7. 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) \$

8. ☐ 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)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

The Medical Clinic Board of the City of Hoover

Signature(s) of Debtor(s)

By: Lennie B. Daniel

Signature(s) of Debtor(s)

Its: Secretary

Type Name of Individual or Business

AmSouth Bank N.A.

Signature(s) of Secured Party(ies) or Assignee

By: David E. Hutto, V.P. & CO.

Signature(s) of Secured Party(ies) or Assignee

Its:

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

EXHIBIT A

All building materials, machinery, equipment, fixtures, fencing, fittings, and personal property of every kind and character acquired and owned by the Debtor for use in the medical clinic facility leased to SpectraHealth, Ltd. and to be located upon the real property located in Shelby County, Alabama, more particularly described as follows:

Begin at the accepted Southeast corner, being a 2" punched iron rod found, of the Southwest of the Northwest of Section 29, Township 19 South, Range 2 West, and run in a Westerly direction along the accepted South line of said - section a distance of 1325.74 feet to the accepted Southwest corner, being a found 1" crimped iron pin, of said - section; thence turn an interior angle of 91 12' 21" and run to the right in a Northerly direction a distance of 250.55 feet to a point; thence turn an interior angle of 120 55' 44" and run to the right in a Northeasterly direction a distance of 511.80 feet to a point; thence turn an interior angle of 171 32' 00" and run to the right in a Northeasterly direction a distance of 156.78 feet to a point on a curve to the left running in a Southerly to Southeasterly direction having a central angle of 26 12' 43" and a radius of 315.30 feet; thence from the last described course turn an interior angle of 71 46' to the tangent to the last described curve and continue along the arc of said curve in a Southerly to Southeasterly direction a distance of 144.24 feet to a point; thence continue tangent to the last described curve in a Southeasterly direction a distance of 301.12 feet to a point; thence turn an interior angle of 270 and run to the left in a Northeasterly direction a distance of 83.00 feet to a point of beginning of a curve to the right running in a Northeasterly to Southeasterly direction having a central angle of 90 and a radius of 5.00 feet; thence continue tangent to the last described course and along the arc of the previously described curve in a Northeasterly to Southeasterly direction a distance of 7.85 feet to a point thence continue tangent to the last described curve in a Southeasterly direction a distance of 25.00 feet; thence turn an interior angle of 270 and run to the right in a Northeasterly direction a distance of 223.38 feet to a point; thence turn an interior angle of 97 28' 58" and run to the right in a Southeasterly direction a distance of 427.45 feet, more or less, to the POINT OF BEGINNING of the herein described parcel, containing 10.0216 acres. Iron pins have not been set at each of the described corners due to construction that is anticipated to take place on this site in the immediate future.

**ALONG WITH AN EASEMENT FOR INGRESS/EGRESS AND PARKING
UPON THE FOLLOWING DESCRIBED PARCEL:**

PARKING EASEMENT FROM BROOKWOOD

Commence at the accepted Southwest corner, being a 1" crimped iron pin, of the Southwest of the Northwest of Section 29, Township 19 South, Range 2 West, and run in a Northerly direction along the West line of the previously described parcel a distance of 250.55 feet to a point; thence deflect 59 04' 16" to the right and run in a Northeasterly direction a distance of 263.57 feet to the POINT OF BEGINNING of the herein described parking easement from Brookwood; thence deflect 90 00' 00" and run to the left in a Northwesterly direction a distance of 25.00 feet to a point; thence turn an interior angle of 90 and run to the right in a Northeasterly direction a distance of 249.98 feet to a point; thence turn an interior angle of 171 32' 00" and run to the right in a Northeasterly direction a distance of 62.97 feet to a point; thence turn an interior angle of 90 and run to the right in a Southeasterly direction a distance of 25.00 feet to a point on the Northwest line of the previously described parcel; thence turn an interior angle of 90 and run to the right in a Southwesterly direction along the Northwest line of the previously described parcel a distance of 61.12 feet to a point; thence turn an interior angle of 188 28' 00" and run to the left in a Southwesterly direction along the Northwest line of the

previously described parcel a distance of 248.13 feet, more or less, to the POINT OF BEGINNING of the herein described parking easement, containing 0.1785 acres, more or less.

ALONG WITH AN EASEMENT FOR INGRESS/EGRESS AND PARKING UPON THE FOLLOWING DESCRIBED PARCEL:

PARKING EASEMENT FROM P. C. A.

Commence at the accepted Southwest corner, being a 2" punched iron rod found, of the Southwest of the Northwest of Section 29, Township 19 South, Range 2 West, also being the POINT OF BEGINNING of the previously described Starr-Sanders parcel, and run in a Northerly direction along the last described course of the previously described Starr-Sanders property a distance of 427.45 feet to the POINT OF BEGINNING of the herein described easement; thence deflect 82 31' 02" to the left and run in a Southwesterly direction along the line of the previously described Starr-Sanders property a distance of 223.38 feet to a point; thence turn an interior angle of 90 and run to the right in a Northwesterly direction a distance of 25.00 feet to the point of beginning of a curve to the left running in a Northerly to Northwesterly direction having a central angle of 90 and a radius of 25.00 feet; thence continue tangent to last described course and along the previously described curve a distance of 7.85 feet to a point; thence from the tangent of the last described curve, turn an interior angle of 111 47' 43" and run to the right in a Northwesterly direction a distance of 32.31 feet to a point on a curve to the right running in a Southwesterly to Northwesterly direction having a central angle of 90 and a radius of 35.00 feet; thence from the last described course turn an interior angle of 248 12' 17" to the tangent of the previously described curve and continue along the arc of said curve to the right running in a Southwesterly to Northwesterly direction a distance of 54.98 feet to a point; thence continue in a Northwesterly direction and tangent to the last described curve a distance of 236.12 feet to the point of beginning of a curve running in a Northwesterly to Northerly direction having a central angle of 29 18' 08" and a radius of 279.30 feet; thence continue tangent to the last described course and along the arc of the previously described curve a distance of 142.84 feet to a point; thence from the tangent of the last described curve turn an interior angle of 132 18' 50" and run to the right in a Northeasterly direction a distance of 14.98 feet to a point on a curve running to the left in a Southerly to Southeasterly direction having a central angle of 31 27' 21" and a radius of 268.41 feet; thence from the last described course turn an interior angle of 45 31' 57" to the tangent of the previously described curve and continue along the arc of said curve in a Southerly to Southeasterly direction a distance of 147.36 feet to a point; thence continue tangent to the last described curve in a Southeasterly direction a distance of 9.62 feet to a point; thence turn an interior angle of 270 and run to the left in a Northeasterly direction a distance of 341.11 feet to a point; thence turn an interior angle of 90 and run to the right in a Southeasterly direction a distance of 321.50 feet to a point; thence turn an interior angle of 90 and run to the right in a Southwesterly direction a distance of 76.62 feet, more or less, to the POINT OF BEGINNING of the herein described easement, containing 2.5667 acres, more or less.

pursuant to that certain Lease Agreement, dated as of November 1, 1992 between Debtor, as lessor, and SpectraHealth, Ltd., as lessee. Said Lease Agreement has been filed for record in the office of the Judge of Probate of Shelby County, Alabama. Said Lease Agreement, and the rights of Debtor thereunder, was assigned to Secured Party under an Indenture of Trust, dated as of November 1, 1992, between Debtor and Secured Party.

This financing statement is executed and filed for notice purposes only, and such execution and filing in no way constitutes an admission that the security interests and liens described herein are not exempt from Article 9 of the Alabama Uniform Commercial Code by reason of Section 9-104(e) thereof.

The Debtor is the record owner of the above-described real estate. A portion of the above described property is comprised of fixtures. Accordingly, this financing statement is to be cross-indexed in the real property records in the office of the Judge of Probate of Shelby County, Alabama.

Ref:\alh\spectra\exh-ucc.2

Inst # 1992-28191

11/25/1992-28191
10:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 16.00