

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

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: 3	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
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1. Return copy or recorded original to:

John E. Hagefstration, Jr.
Bradley, Arant, Rose & White
1400 Park Place Tower
Birmingham, Alabama 3520303

Pre-paid Acct. # _____

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

Inst # 1992-28263

11/25/1992-28263

03:17 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 MCO 16.00

2. Name and Address of Debtor (Last Name First if a Person)

Medplex Two, Inc.
4511 Southlake Parkway
Birmingham, Alabama 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)

First Commercial Bank
P. O. Box 11746
Birmingham, Alabama 35202-1746

Social Security/Tax ID # _____

Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

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

The items and types of property described on the Schedule attached hereto which, together with the Exhibit or Exhibits thereto, are incorporated herein by reference.

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

**DEBTOR IS RECORD OWNER OF REAL ESTATE
CROSS REFERENCE IN REAL ESTATE MORTGAGE RECORDS
Additional security for mortgage filed simultaneously herewith.**

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 \$ **1,800,000.00**

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **2,700.00**

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)

By: *C. Steven Hagefstration*
 Signature(s) of Debtor(s)

Its: **President**
 Signature(s) of Debtor(s)

MEDPLEX TWO, INC.
 Type Name of Individual or Business

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

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

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

 Type Name of Individual or Business

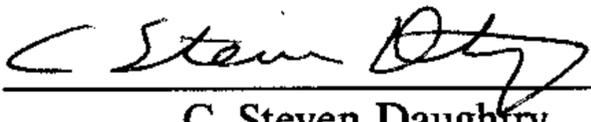
**SCHEDULE 1
TO
UCC-1 FINANCING STATEMENT**

1. All of Debtor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in Exhibit A attached hereto and made a part hereof;
2. All of Debtor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate, including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;
3. All right, title and interest of Debtor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;
4. All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Debtor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones and telecommunication equipment, compartment safes, carpeting, window coverings and all proceeds of and substitutions and replacements for any such items;
5. All rents, issues, profits, royalties, income and other benefits derived from the Real Estate (collectively, the "Rents"), now or hereafter existing or entered into;
6. All interests, estates or other claims, both in law and in equity, that Debtor now has or may hereafter acquire in the Real Estate including, but not limited to all of Debtor's interest in any and all options to purchase the Real Estate that Debtor may have or may hereafter acquire;
7. All easements, rights-of-way and rights now owned or hereafter acquired by Debtor used in connection with or as a means of access to the Real Estate including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances of and

to such easements rights-of-way and rights, and all water and water rights and shares of stock evidencing the same;

8. All interests of Debtor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate, now or hereafter existing or entered into, and all right, title and interest of Debtor under such leases and subleases, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;
9. All right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Real Estate;
10. All right, title and interest now owned or hereafter acquired by Debtor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate;
11. All rights and interests of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate; and
12. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Debtor now has or may hereafter acquire in the Real Estate, and other proceeds from sale or disposition of real or personal property hereby secured that Debtor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate, including any award resulting from a change of grade of streets and any award for severance damages.

MEDPLEX TWO, INC.

By: 

C. Steven Daughtry
Its President

**EXHIBIT A
TO
UCC-1 FINANCING STATEMENT**

Legal Description

Lot 2-A, according to the Resurvey of Lots 2, 4 and 5, Medplex, as recorded in Map Book 15, page 20, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

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