

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:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Ray D. Gibbons Gordon, Silberman, Wiggins & Childs, P.C. 1400 SouthTrust Tower Birmingham, Alabama 35203 Pre-paid Acct. # _____		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 1994-11315 04/07/1994-11315 08:21 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 NCD 18.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) SMC MOB, L.L.C. c/o Starr Sanders Johnson One Chase Corporate Drive Suite 450 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 # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. SECURED PARTY (Last Name First if a Person) SouthTrust Bank of Alabama, National Association P. O. Box 2554 Birmingham, Alabama 35290 Social Security / Tax ID # <u>ATTN. Hospital Finance Group</u>		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
<input type="checkbox"/> Additional secured parties on attached UCC-E		
5. The Financing Statement Covers the Following Types (or items) of Property: See Schedule I for description of Collateral. This is to be cross-referenced in real estate records. The record owner of the real estate is Shelby County Health Care Authority d/b/a Shelby Medical Center This UCC-1 is given as additional security for the indebtedness secured by a Leasehold Mortgage/Mortgage and Security Agreement recorded simultaneously herewith.		
Check X if covered: <input checked="" type="checkbox"/> 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) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> 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 \$ <u>4,350,000.00</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>-0-</u> 8. <input type="checkbox"/> 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 Debtor(s) SMCMOB, L.L.C. <i>By [Signature]</i> Signature(s) of Debtor(s) SMCMOB, L.L.C. <i>Its: Member</i>		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 SouthTrust Bank of Alabama, National Association Type Name of Individual or Business

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Schedule I

All of Debtor's right, title and interest, of whatever kind, nature or description, in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All of Debtor's right, title and interest, of whatever kind, nature or description, in and to the real property located in Shelby County, Alabama, specifically described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in and to be secured by the Leasehold Mortgage/Mortgage and Security Agreement between the Debtor and Secured Party executed simultaneously herewith (the "Mortgage");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, including, without limitation, those easements and rights granted pursuant to that certain Declaration of Easement dated as of January 1, 1994, executed by SMC with respect to the property described therein as the "Servient Parcel" (as described on the attached Exhibit B) and the "Dominant Parcel", being the same property as described on the attached Exhibit A; and

(d) All rents, issues, profits and revenues of the Debtor from or with respect to the Project from time to time accruing (including without limitation all payments under the Building Lease or any other leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as Debtor is not in default under the Mortgage or such collection is not otherwise restricted by the Mortgage.

(e) Debtor's leasehold estate and other interest(s), if any, under the Ground Lease, of whatever kind, nature or description, and all rights, title and interest pertaining thereto;

(f) Any and all monies, rights and properties, of every kind or description, which may from time to time be sold, assigned, transferred, pledged, delivered to, or deposited with Secured Party by the Debtor or on Debtor's behalf as additional security for the performance by the Debtor under the Mortgage and under the Loan Agreement; and

(g) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to any of the foregoing.

Any capitalized term not specifically defined herein shall have the definition assigned to it in the Mortgage.

EXHIBIT A

Parcel A:

A tract of land situated in the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, said corner being marked by a one and one-half inch crimped pipe, and run in an Easterly direction along the accepted North line of said 1/4 1/4 section a distance of 316.16 feet to a one inch crimped pipe, thence deflect 88 deg. 34 min. 47 sec. and run to the right in a Southerly direction a distance of 604.16 feet to a point, thence deflect 97 deg. 24 min. 49 sec. and run to the right in a Northwesterly direction a distance of 140.68 feet to the point of beginning of herein described tract; thence deflect 90 deg. 00 min. 00 sec. and run to the left in a Southwesterly direction a distance of 189.17 feet to a point; thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Northwesterly direction a distance of 102.94 feet to a point; thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Northeasterly direction a distance of 189.17 feet to a point, thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Southeasterly direction a distance of 102.94 feet to the point of beginning; being situated in Shelby County, Alabama.

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