

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: 2	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	
1. Return copy or recorded original to: Timothy D Davis, Esq. Gordon, Silberman, Wiggins & Childs, P.C. 1400 SouthTrust Tower Birmingham, Alabama 35203			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Pre-paid Acct. #			Inet. # 1995-26722 09/25/1995-26722 08:55 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 HCD 17.00	
2. Name and Address of Debtor (Last Name First if a Person) Cahaba Practice Real Estate Partnership 508 Highway 31 South Pelham, Alabama 35124				
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			4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
Social Security/Tax ID #				
<input type="checkbox"/> Additional secured parties on attached UCC-E				
5. The Financing Statement Covers the Following Types (or items) of Property: See attached Schedule I for description of Collateral. This UCC-1 is filed as additional security for an indebtedness secured by a Mortgage being recorded simultaneously herewith.				
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: _____ _____ _____ _____ _____ _____ _____				
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 \$ 400,000.00 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ -0-	
Cahaba Practice Real Estate Partnership			SouthTrust Bank of Alabama, National Association	
BY [Signature] General Partner			BY [Signature] General Partner	
Type Name of Individual or Business			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				

SCHEDULE I

All of 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 those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference 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 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 fixtures and accessions to the Land and 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 Mortgage and Security Agreement by and 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; and

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under 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 hereunder or such collection is not otherwise restricted by the Mortgage.

Any capitalized terms not specifically defined herein shall have the definition attributed to them in the Mortgage.

EXHIBIT "A"

A tract of land situated in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama; described as follows: Commence at the Southwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3, West, Shelby County, Alabama, and run North along the West line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 1344.41 feet; thence right 90°45'30" and run Easterly 348.63 feet; thence right 112°34'30" and run Southwesterly 245.95 feet; thence left 90°00' and run Southeasterly 819.61 feet to the point of beginning; thence continue along last described course a distance of 250.0 feet to a point of intersection with the Westerly right of way line of U.S. Highway No. 31; thence left 85°04'30" and run Northeasterly along said road right of way line 125.00 feet; thence left 94°55'30" and run Northwesterly 260.73 feet; thence left 90°00' and run Southwesterly 124.54 feet to the point of beginning being situated in Shelby County, Alabama.

ALSO an easement for ingress and egress which is described as follows:

An easement 20 feet wide, 10 feet each side of a line described as follows: Commence at the Southwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, and run North along the West line of said $\frac{1}{4}$ $\frac{1}{4}$ Section 1344.41 feet; thence right 90°45'30" and run Easterly 348.63 feet; thence right 112°34'30" and run Southwesterly 245.95 feet; thence left 90°00' and run Southeasterly 819.61 feet; thence left 85°04'30" and run Northeasterly 125.00 feet to point of beginning of said center line; thence right 85°04'30" and run 250 feet to point of ending of said line; being situated in Shelby County, Alabama.

Inst # 1995-26722

09/25/1995-26722
08:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 17.00