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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 filing pursuant to the Uniform Commercial Co	
Return copy or recorded original to:		THIS SPACE FOR USE OF FILING OFFICER	
		Date, Time, Number & Filing Office	7
Claude McCain Monc			
CORLEY, MONCUS & WARD, P.C.			
Post Office Box 59807			
Birmingham, Alabama 35259-0807			
Pre-paid Acct. #	_	•	86 66 FF
2. Name and Address of Debtor	(Last Name First if a Person)		
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FOREST PARKS, L.L.			The way
c/o John B. Davis, Jr.			8
Davis Development Company			8
1031 21st Street South			→ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~
Birmingham, Alabama 35205			→
Social Security/Tax ID #		_ 	ି ପ୍⊸ ଲ ଞ
2A. Name and Address of Debtor (IF AN	NY) (Last Name First if a Person)		* \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
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Social Security/Tax ID #			
☐ Additional debtors on attached UCC-E		JUDGE OF PROBATE. SI	HELBY COUNTY
3. SECURED PARTY) (Last Name First if a Person)		4. ASSIGNEE OF SECURED PARTY (IF AN	
FIRST COMMERCIAL BA	ANK		
Post Office Box 11			
-			
Birmingham, Alabama Attn: Nelson Bean			
Social Security/Tax ID # Its		Ron+	
Social Security/ Tax ID #	TOT ATCE-LIEST	denc	
Additional secured parties on attached UCC-E		<u>-</u>	
5. The Financing Statement Covers the Following Ty	pes (or items) of Property:		
		• • • • • • • • • • • • • • • • • • • •	-
•		rniture, furnishings	
		now owned or hereafte	SA. Enter Code(s) From
	or, all additions,	_	Back of Form That Best Describes The
proceeds thereof	and all other pro	perty set forth	Collateral Covered By This Filing:
	tached hereto, loc		100
property describe	ed in Exhibit "A"	attached hereto.	3-0-0
			3-0-2
			5-0-0 ——-
			> - ₩ -₩
Check X if covered: Products of Collateral are	e also covered.		
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$	
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.		Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$	
☐ which is proceeds of the original collateral descri	bed above in which a security interest is	indexed in the real estate mortgage records (Descri an interest of record, give name of record owner in	be real estate and if debtor does not have
perfected. acquired after a change of name, identity or corporate structure of debtor actions the filips has lessed.		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)	
as to which the filing has lapsed.	······································	(required only in theo without deptor)	a digitations — and GAA O)
SEE ATTACHED SIGNAT	TURE PAGE	FIRST COMMERCIAL	
Signature(s) of Debtor(s)		Signature(s) of Secured Partylies or Assigned	_
Signature(s) of Debtor(s)	<u> </u>	Signature(s) of Secured Party(les) or Assigne	Nelson S. Bean
Signification of Depter(e)		Its Senior Vice	
Type Name of Individual or Business		Type Name of Individual or Business	
• •	ING OFFICER COPY — ACKNOWLEDGEMENT E COPY — SECOND PARTY(S)		NIFORM COMMERCIAL CODE — FORM UCC- y The Secretary of State of Alabama

ATTACHED SIGNATURE PAGE

FOREST PARKS, L.L.C.

John B. Davis, Jr. Its Manager

Y: / Jauly

Kenneth B. Weygand

Its Manager

September 17, 1996

LEGAL DESCRIPTION

PARCEL I:

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A tract of land situated in Sections 15, 16, 21, and 22, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a concrete monument marking the Northwest corner of Section 21, Township 19 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 21 a distance of 1342.10 feet to a rebar and cap, marking the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 16, Township 19, South, Range 1 West; thence turn an interior angle of 268° 48' 44" and run to the left in a Northerly direction along the West line of said 1/4-1/4 Section a distance of 1201.94 feet to a 1-inch rebar; thence turn an interior angle of 89° 49' 45" and run to the right in an Easterly direction a distance of 28.76 feet to a capped rebar; thence turn an interior angle of 270° 05' 00" and run to the left in a Northerly direction a distance of 81.98 feet to a capped rebar, thence turn an interior angle of 90° 14' 44" and run to the right in an Easterly direction a distance of 435.09 feet to a 1-inch rebar; thence turn an interior angle of 269° 55' 23" and run to the left in a Northerly direction a distance of 39.92 feet to a rebar and cap on the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 16; thence turn an interior angle of 91° 09' 44" and run to the right in an Easterly direction along the North line of said 1/4-1/4 Section and along the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 16 a distance of 1548.54 feet to a rebar and cap; thence turn an interior angle of 268° 47' 00" and run to the left in a Northerly direction along the West line of the East ½ of the Northwest 1/4 of the Southeast 1/4 of said Section 16 a distance of 1316.83 feet to a rebar and cap on the North line of said 1/4-1/4 Section; thence turn an interior angle of 91° 16' 21" and run to the right in an Easterly direction along the North line of said 1/4-1/4 Section a distance of 670.66 feet to a rebar and cap marking the Northeast comer of the Northwest 1/4 of the Southeast 1/4 of said Section 16; thence turn an interior angle of 88° 44' 11" and run to the right in a Southerly direction along the East line of said 1/4-1/4 Section a distance of 1317.48 feet to a rebar and cap marking the Southeast comer of said 1/4-1/4 Section; thence turn an interior angle of 271° 12' 26" and run to the left in an Easterly direction along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 16 a distance of 1341.71 feet to a rebar and cap marking the Northeast corner of said 1/4-1/4 Section; thence turn an interior angle of 88° 48' 38" and run to the right in a Southerly direction along the East line of said 1/4-1/4 Section a distance of 1318.79 feet to a pine knot marking the Southeast corner of said Section 16; thence turn an interior angle of 271° 22' 44" and run to the left in an Easterly direction along the South line of Section 15, Township 19 South, Range 1 West, a distance of 1308.17 feet to a rebar and cap marking the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 15; thence turn an interior angle of 268° 36' 47" and run to the left in a Northerly direction along the West line of said 1/4-1/4 Section a distance of 1323.88 feet to a rebar and cap marking the Northwest corner of said 1/4-1/4 Section; thence turn an interior angle of 91° 37' 05" and run to the right in an Easterly direction along the North line of said 1/4-1/4 Section a distance of 1087.58 feet to a rebar and cap on the Northwesterly Right-of-Way of Shelby County Highway #43; thence turn an interior angle of 50°18'17" to the tangent of a curve to the left having a central angle of 3° 18' 26" and a radius of 5769.58 feet and run right to left along the arc of said curve in a Southwesterly direction along the Northwesterly Right-of-Way of Shelby County Highway #43 a distance of 333.04 feet to a rebar and cap; thence run tangent to last described curve in a Southwesterly direction along said Right-of-Way a distance of 959.90 feet to a Right-of-Way monument; thence turn an interior angle of 180° 04' 28" to the tangent of a curve to the right having a central angle of 4°30'16" and a radius of 5689.58 feet and run along the arc of said curve in a Southwesterly direction along said Right- of-Way a distance of 447.30 feet to a Right-of-Way monument; thence turn an interior angle of 87° 29' 09" from the tangent of last described curve and run to the right in a Northwesterly direction along said Right -of-Way a distance of 10.25 feet to a Right-of-Way monument; thence turn an interior angle of 272° 31' 18" to the tangent of a curve to the right having a central angle of 2° 00' 12" and a radius of 5679.58 feet and run left to right along the arc of said curve in a Southwesterly direction and along said Right-of- Way a distance of 198.58 feet to a rebar and cap; thence turn an interior angle of 269° 55' 50" from the tangent of last described curve and run to the left in a Southeasterly direction a distance of 10.00 feet to a point; thence turn an interior angle of 90° 00' 00" to the tangent of a curve to the right having a central angle of 3° 19' 18" and a radius of 5689.58 feet and run to the right along the arc of said curve in a Southwesterly direction and along said Right-of-Way a distance of 329.85 feet to a rebar and cap; thence run tangent to last described curve in a Southwesterly direction along said Right-of-Way a distance of 3057.20 feet to a rebar and cap; thence run along the arc of a curve to the left having a central angle of 1° 20' 00" and a radius of 22,958.30 feet in a Southwesterly direction and along said Right-of-Way a distance of 534.26 feet to a rebar and cap; thence run tangent to last described curve in a Southwesterly direction along said Right-of-Way a distance of 1428.79 feet to a rebar and cap; thence turn an interior angle of 133° 14' 05" and run to the right in a Westerly direction a distance of 1574.63 feet to a rebar and cap; thence turn an interior angle of 269° 46' 35" and run to the left in a Southerly direction along the East line of the West ½ of the Southwest 1/4 of Section 21. Township 19 South, Range 1 West, a distance of 1131.05 feet to a point on the Northeasterly Right-of-Way of U.S. Highway 280; thence turn an interior angle of 47° 02' 48" to the tangent of a curve to the right having a central angle of 15° 32' 56" and a radius of 5489.58 feet and run to the right along the arc of said curve in a Northwesterly direction and along said Right-of-Way a distance of 1489.77 feet to a Right-of-Way monument; thence turn an interior angle of 166° 16' 32" from the tangent of last described curve and run to the right in a Northeasterly direction along said Northeasterly Right-of-Way a distance of 252.95 feet to a rebar and cap; thence turn an interior angle of 193° 43' 24" and run to the left in a Northwesterly direction a distance of 150.27 feet to a Right-of-Way monument; thence turn an interior angle of 200° 07' 18" and run to the left in a Northwesterly direction along said Right-of-Way a distance of 299.55 feet to a rebar and cap on the West line of said Section 21; thence turn an interior angle of 128° 34' 02" and run to the right in a Northerly direction along the West line of said Section 21 a distance of 3336.51 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: A parcel of land situated in Northwest 1/4 of the Southwest 1/4 and in the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Begin at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 19 South, Range 1 West, Shelby County, Alabama, and run in a Southerly direction along the West line of said Section 21 a distance of 211.87 feet; thence turn an interior angle of 40° 50′ 29" to the tangent of a curve to the left having a central angle of 23° 30′ 25" and a radius of 575.00 feet and run to the left along the arc of said curve in a Northeasterly direction a distance of 235.91 feet; thence turn an interior angle of 270° 00′ 00" from the tangent of last described curve and run to the right in a Southeasterly direction a distance of 20.00 feet; thence turn an interior angle of 90° 00′ 00" to the tangent of a curve to the left having a central angle of 17° 20′ 04" and a radius of 595.00 feet and run to the left along the arc of said curve in a Northeasterly to Northerly direction a distance of 180.01 feet; thence run tangent to the last described curve in a Northerly direction parallel to and 160.00 feet east of the West line of said Section 21 a distance of 163.67 feet; thence run along

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the arc of a curve to the left having a central angle of 90° 00' 00" and a radius of 25.00 feet in a Northerly to Westerly direction a distance of 39.27 feet; thence run tangent to the last described curve in a Westerly direction a distance of 135.00 feet to a point on the West line of said Section 21; thence turn an interior angle of 90° 00' 00" and run to the left in a Southerly direction along the West line of said Section 21 a distance of 352.84 feet to the point of beginning, containing 1.599 acres, more or less.

PARCEL II:

A tract of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 21, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a pine knot in a rock pile marking the Southwest corner of Section 21, Township 19 South, Range 1 West, Shelby County, Alabama and run in a Northerly direction along the West line of said section 21 a distance of 996.62 feet to a rebar and cap located on the Southwesterly right-of-way of U.S. Highway 280; thence turn an interior angle of 48° 37' 09" and run to the right in a Southeasterly direction along said right-of-way a distance of 198.78 feet to a rebar and cap; thence turn an interior angle of 165° 42' 37" to the tangent of a curve to the left having a central angle of 10° 54' 49" and radius of 5969.58 feet and run right to left along the arc of said curve in a Southeasterly direction and along said right-of-way a distance of 1137.07 feet to a rebar and cap on the South line of said Section 21; thence turn an interior angle of 44°17'00" from the tangent of last described curve and run to the right in a Westerly direction along the South line of said Section 21 a distance of 875.72 feet to the Point Of Beginning, containing 9.95 acres, more or less.

PARCEL III.

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A parcel of land situated in Northeast 1/4 of the Southeast 1/4 of Section 20, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 20, Township 19 South, Range 1 West, Shelby County, Alabama, and run in a Southerly direction along the East line of said Section 20 a distance of 211.87 feet to the Point of Beginning of the herein described parcel; thence continue along last described course in a Southerly direction along said East line a distance of 488.80 feet to a point on the Northeast right-of-way of U. S. Highway No. 280; thence turn an interior angle of 51° 25' 58" and run to the right in a Northwesterly direction along said Northeast right-of-way a distance of 19.85 feet; thence turn an interior angle of 171° 10' 25" and run to the right in a Northwesterly direction along said Northeast right-of-way a distance of 203.96 feet; thence turn an interior angle of 168° 41' 24" and run to the right in a northwesterly direction along said Northeast right-of-way a distance of 171.33 feet; thence turn an interior angle of 89° 59' 47" and run to the right in a Northeasterly direction a distance of 124.34 feet; thence run along the arc of a curve to the left having a central angle of 17° 51' 57" and a radius of 575.00 feet in a Northeasterly direction a distance of 179.29 feet to the point of beginning, containing 1.402 acres, more or less.

SCHEDULE I TO FINANCING STATEMENT

This financing statement covers the following items (or types) of property:

- (a) Land. The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").
- (b) Improvements. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").
- (c) Personal Property. All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located; including: (i) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (ii) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shaving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom fixtures, fire hoses and brackets and

boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (hereinafter collectively called the "Personal Property").

- (d) Rents and Leases. All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.
- (e) <u>Insurance Policies</u>. All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.
- (f) <u>Litigation Awards</u>. All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.
- (g) General Intangibles and Agreements. (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

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- (h) <u>Construction Documents.</u> The Construction Contracts, the Architect Contracts, the Plans and the other Construction Documents.
- (i) Loan Funds, etc. (1) All loan funds held by the Lender, whether or not disbursed, (2) all funds from time to time on deposit in the construction account, (3) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Project, and (4) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.
- (j) <u>Supplemental Documents</u>. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing and all rights of the Borrower to modify or terminate, or waive or release performance or observance of any obligations or condition of any such document.
 - (k) Proceeds. All proceeds of any of the foregoing.

As used in this Schedule I, the following terms are defined as follows:

- (a) Architect Contract means all contracts between the Architects and the Borrower providing for the design of the Project, the preparation of the Plans, the supervision of the construction of the Project and the provision of any other architectural services or products related to the Project.
- (b) Architects means the architects for the Project, or any portion thereof, each of which must be an architect or architectural firm satisfactory to the Lender.
 - (c) Borrower means the debtor(s) described in this financing statement.
- (d) Construction Contracts means the contracts between the Contractors and the Borrower providing for the constriction of the Project, or any portion thereof.
- (e) Construction Documents means (1) all plans and specifications for the Project, or any portion thereof (including the Plans); (2) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (3) all contracts to which the Borrower is a party (including the Constriction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (4) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; (5) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts

pertaining to the Project as to which the Borrower is not a party; (6) all payment and performance bonds relating to any of the Project; (7) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (8) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder.

- (f) <u>Contractors</u> means any person who enters into contracts with the Borrower to construct, install, equip or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Lender.
- (g) Engineers means any engineers for the Project, or any portion thereof, each of which must be an engineer or engineering firm satisfactory to the Lender.
 - (h) Lender means the secured party described in this financing statement.
- (i) <u>Plans</u> means the final working plans and specifications for constructing and developing the Project prepared by Architects and Engineers approved by the Lender or other persons acceptable to the Lender, and all amendments and modifications thereto.
- (j) <u>Project</u> means a certain project consisting of Improvements to be financed in whole or in part with the proceeds of the Loan and to be constructed in accordance with the Plans on the Land, together with all related utilities, roads and other off-site Improvements, if any, said project being generally described as follows: Brookwood Medical Center Facility, Columbiana, Alabama.

Some of the above-described property is now, or may in the future become, affixed to the Land described in **Exhibit A**. The Borrower is a record owner of the land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

Inst # 1996-31158

10:01 AM CERTIFIED
SHELBY COUNTY JUSCE OF PROBATE
20:00 NCD 22:00