

**Important: Read Instructions on Back Before Filling out Form.**

Inst # 1997-27201  
08/25/1997-27201  
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SHELBY COUNTY JUDGE OF PROBATE  
- 003 NC3 17.00

### **Schedule I to UCC-1 Financing Statement**

(A) All buildings and building materials, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Exhibit "A" attached hereto (the "Property"), and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Property or not and whether in storage or otherwise wherever the same may be located;

(B) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

(i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Property, the Improvements or any of the Personal Property described below with respect to which the Debtor is the lessor, including any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Property or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned being hereinafter collectively referred to as the "Leases";

(ii) any and all guaranties of the lessees and any sublessee's performance under any of the Leases;

(iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Property or any of the Improvements, or any part thereof, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Property or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents".

(iv) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(C) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (A) and (B) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (A) and (B) above.

## **EXHIBIT "A"**

Lot 1A, according to a Resurvey of Lots 2, 4, & 5, "MEDPLEX", as recorded in Map Book 15, Page 20, in the Probate Office of Shelby County, Alabama.

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