## 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 a Filing Officer for filling pursuant to the Uniform Commercial Code.
1 Return copy or recorded original to: Claude McCain Moncu CORLEY, MONCUS & WA P. O. Box 59807 Birmingham, AL 3525  Pre-paid Acct *	Sheets Presented:  1S, Esq. ARD, P.C. 59-0807  (Last Name First if a Person)  CWay	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
Social Security/Tax ID #	ank 02-1746	JUDGE OF PROBATE (Filed as Additional Security)  4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
Social Security/Tax ID #		
☐ Additional secured parties on attached UCC-E		·
and proceeds thereo:	, equipment, furrely of every naturally by Debtor, all additionally and all other parts hereto, located	re, now owned or ditions, replacements so Enter Code(s) From Back of Form That property set forth in Collateral Covered on the real property By This Filling:
THIS FINANCING STATE  REAL ESTATE MORTGAGE  Check X if covered:   Products of Colleteral are a		ROSS-INDEXED IN THE
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		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$  Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$  This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real setate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)
perfected.  acquired after a change of name, identity or corpor	rate structure of debtor	Separature(s) of difficured Perty(inf)
Medplex, Inc.		First Commercial BAnk
Signature(s) of Debtor(s)	ry. Its President	Signature(s) of Section Partyline) or Assigned  By -
Type Name of Individual or Business (1) FILING OFFICER COPY — ALPHABETICAL (3) FILING	NG OFFICER COPY — ACKNOWLEDGEMENT	Type Name of Individual or Business  STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1  (5) FILE COPY DESTOR(S)  Approved by The Secretary of State of Alabama

## 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 wheresdever 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.

Inst # 1997-27201

OB/25/1997-27201
O2:43 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROMATE
003 NCD 17.00