

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: **5**

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, Esq.
Gordon, Silberman, Wiggins & Childs
1400 SouthTrust Tower
Birmingham, Alabama 35203

Pre-paid Acct #

2. Name and Address of Debtor

(Last Name First if a Person)

SMCMOB II, L.L.C.
c/o Johnson Development, L.L.C.
1900 International Park Drive
Suite 100
Birmingham, Alabama 35243

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

SouthTrust Bank, National Association
P.O. Box 2554
Birmingham, Alabama ~~35203~~ 35290
Attn: Hospital Finance Group

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

See Schedule I attached hereto.

This filing is made as additional security for a Leasehold
Mortgage/Mortgage and Security Agreement being filed simultaneously
herewith.

5A. Enter Code(s) From
Back of Form That
Best Describes The
Collateral Covered
By This Filing:

500 _____
100 _____
700 _____

Check X if covered: ☒ 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)

- ☐ 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
perfected.
☐ acquired after a change of name, identity or corporate structure of debtor
☐ 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 \$ **10,030,000.00**

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **N/A**

☒ 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 Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

SMCMOB II, L.L.C.

Signature(s) of Debtor(s)

By:

Signature(s) of Debtor(s)

Its:

Type Name of Individual or Business

SOUTHTRUST BANK, NATIONAL ASSOCIATION

Signature(s) of Secured Party(ies) or Assignee

By:

Signature(s) of Secured Party(ies) or Assignee

Its:

Type Name of Individual or Business

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 (herein 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 secured by that certain Leasehold Mortgage/Mortgage and Security Agreement between Debtor and Secured Party and executed simultaneously herewith (as amended from time to time, 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 April 29, 1998, executed by Baptist Health System, Inc. 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 [as defined in that certain Construction Loan Agreement between the Debtor and the Secured Party and executed simultaneously herewith (as amended from time to time, the "Loan Agreement")] 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 hereunder or such collection is not otherwise restricted by this 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 hereunder 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"

LEGAL DESCRIPTION

PARCEL I

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

Commence at a crimped iron pipe accepted as the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, and run in an Easterly direction along the South line of said 1/4-1/4 Section 204.90 feet; thence deflect $76^{\circ}56'27''$ and run to the left in a Northerly direction 149.06 feet to the POINT OF BEGINNING of the herein described parcel; thence continue along the last described course in a Northerly direction 216.90 feet; thence turn an interior angle of $90^{\circ}00'00''$ and run to the right in an Easterly direction 108.00 feet; thence turn an interior angle of $90^{\circ}00'00''$ and run to the right in a Southerly direction 216.90 feet; thence turn an interior angle of $90^{\circ}00'00''$ and run to the right in a Westerly direction 108.00 feet, more or less, to the POINT OF BEGINNING.

PARCEL II

The beneficial interest in and to an easement in, over, and under the following described land:

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, and the Northeast 1/4 of the Northeast 1/4 of Section 35, Township 20 South, Range 3 West, in Shelby County, Alabama, and being more particularly described as follows:

BEGIN at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, said point being a crimped iron pipe; thence South 88 deg. 34 min. 38 sec. East along the South boundary of said NW 1/4 of the NW 1/4 a distance of 316.17 feet; thence run along the arc of a curve to the right having a central angle of 90 deg. 05 min. 26 sec. and a radius of 35.00 feet in an Easterly to Southerly direction 55.03 feet; thence South 01 deg. 33 min. 20 sec. West a distance of 13.73 feet; thence South 88 deg. 26 min. 40 sec. A distance of 254.49 to a point; thence North 01 deg. 33 min. 20 sec. East a distance of 62.24 feet to a point; thence North 16 deg. 02 min. 33 sec. East for a distance of 197.45 feet to a point; thence run North 73 deg. 57 min. 27 sec. West for a distance of 222.35 feet to the Westerly right of way line of Main Street of the First Addition to Cedar Grove Estates as recorded in Map Book 3, Page 141 in the Probate Office of Shelby County, Alabama; thence North 15 deg. 36 min. 24 sec. East along said right of way a distance of 91.89 feet to the Southeast corner of Lot 13 of the aforementioned First Addition; thence North 74 deg. 09 min. 08 sec. West along the Southwesterly boundary of said Lot 13 a distance of 94.88 feet; thence North 05 deg. 45 min. 15 sec. West along the Westerly boundary of Lot 13 a distance of 149.57 feet; thence North 73 deg. 55 min. 40 sec. West 243.14 feet to the Easterly right of way of U.S. Highway 31; thence South 15 deg. 49 min. 46 sec. West 150.53 feet along said right of way to the beginning of a curve to the left concave to the Southeast having a radius of 5629.65 feet; thence left through a central angle of 04 deg. 32 min. 59 sec. Southwesterly 447.03 feet along said curve to the intersection of said right of way and the South boundary of the NE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West;

thence South 88 deg. 34 min. 38 sec. East along said South boundary 14.42 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

LESS AND EXCEPT the above described Parcel I; and
LESS AND EXCEPT that portion located within the right-of-way of 2ND Street.

EXHIBIT "B"

DESCRIPTION OF SERVIENT PARCEL

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, and the Northeast 1/4 of the Northeast 1/4 of Section 35, Township 20 South, Range 3 West, in Shelby County, Alabama, and being more particularly described as follows:

BEGIN at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, said point being a crimped iron pipe; thence South 88 deg. 34 min. 38 sec. East along the South boundary of said NW 1/4 of the NW 1/4 a distance of 316.17 feet; thence run along the arc of a curve to the right having a central angle of 90 deg. 05 min. 26 sec. and a radius of 35.00 feet in an Easterly to Southerly direction 55.03 feet; thence South 01 deg. 33 min. 20 sec. West a distance of 13.73 feet; thence South 88 deg. 26 min. 40 sec. A distance of 254.49 to a point; thence North 01 deg. 33 min. 20 sec. East a distance of 62.24 feet to a point; thence North 16 deg. 02 min. 33 sec. East for a distance of 197.45 feet to a point; thence run North 73 deg. 57 min. 27 sec. West for a distance of 222.35 feet to the Westerly right of way line of Main Street of the First Addition to Cedar Grove Estates as recorded in Map Book 3, Page 141 in the Probate Office of Shelby County, Alabama; thence North 15 deg. 36 min. 24 sec. East along said right of way a distance of 91.89 feet to the Southeast corner of Lot 13 of the aforementioned First Addition; thence North 74 deg. 09 min. 08 sec. West along the Southwesterly boundary of said Lot 13 a distance of 94.88 feet; thence North 05 deg. 45 min. 15 sec. West along the Westerly boundary of Lot 13 a distance of 149.57 feet; thence North 73 deg. 55 min. 40 sec. West 243.14 feet to the Easterly right of way of U.S. Highway 31; thence South 15 deg. 49 min. 46 sec. West 150.53 feet along said right of way to the beginning of a curve to the left concave to the Southeast having a radius of 5629.65 feet; thence left through a central angle of 04 deg. 32 min. 59 sec. Southwesterly 447.03 feet along said curve to the intersection of said right of way and the South boundary of the NE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West; thence South 88 deg. 34 min. 38 sec. East along said South boundary 14.42 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

LESS AND EXCEPT that portion located within the right-of-way of 2ND Street.

Inst # 1998-15832

05/01/1998-15832
10:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 20.00