

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 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)

NSC 31, L.L.C.  
c/o Johnson Development, Inc.  
1900 International Park Drive  
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 35290

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 A attached hereto.

This financing statement is filed as additional security in connection with a Leasehold Mortgage and Security Agreement filed simultaneously herewith, on which the applicable mortgage tax was paid.

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

500

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 \$ 1,820,000.00

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

8. ☐ 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)

SEE SCHEDULE B FOR SIGNATURES

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

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)

SEE SCHEDULE B FOR SIGNATURES

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

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

Type Name of Individual or Business

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1  
Approved by The Secretary of State of Alabama

**SCHEDULE "A" TO UCC-1 FINANCING STATEMENT**  
**(DESCRIPTION OF COLLATERAL)**

"Collateral" means all of the assets of Borrower of every kind, nature and description, wherever located, whether now owned or hereafter acquired, including the following: (1) the Mortgaged Property; (2) the Assigned Contracts, (3) the Assigned Leases; and (4) any and all other assets of the Borrower of any kind, nature or description and which are intended to serve as collateral for the Loan under any one or more of the Security Documents.

As used in this Schedule "A", "Borrower" shall mean the Debtor, and "Bank" shall mean the Secured Party, and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Construction Loan Agreement between Debtor and Secured Party (and in the case of any conflict between the meanings set forth below and the meanings set forth in the Construction Loan Agreement, the broader meaning shall apply):

"Assigned Contracts" means the Construction Documents.

"Assigned Leases" means all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, including but not limited to the Master Lease, and each modification, extension, renewal and guarantee thereof, including the Rents.

"Construction Documents" means, collectively, the General Contractor's Contract, the Architect's Contract, the Development Agreement, and the Plans and Specifications; and "Construction Document" means any one of the Construction Documents, singularly.

"Ground Lease" means that certain Ground Lease dated as of October 16, 1998 between Brookwood Center Development Corporation, as lessor, and Borrower, as lessee, together with any and all modifications or amendments at any time made thereto.

"Master Lease" means that certain Lease Agreement dated as of October 16, 1998 between Borrower, as landlord, and Brookwood Health Services, Inc., as tenant, together with any and all modifications or amendments at any time made thereto.

"Mortgage" means that certain Leasehold Mortgage and Security Agreement from the Borrower to the Bank of even date herewith, together with all modifications and amendments hereafter made.

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".



**SCHEDULE "A-1" TO UCC-1 FINANCING STATEMENT**  
**(DESCRIPTION OF MORTGAGED PROPERTY)**

All of the Borrower'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) 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 Borrower 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");

(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 Borrower, including, without limitation, those easements and rights granted pursuant to that certain Declaration of Easement Agreement dated as of October 16, 1998, executed by and between Brookwood Center Development Corporation, as grantor, and Borrower, as grantee, with respect to the property described in the Mortgage as the "Easement Property";

(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 the Master 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 Borrower of, in and to the same;

(e) Borrower'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; and

(f) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to any of the foregoing.

EXHIBIT "A" TO UCC-1 FINANCING STATEMENT  
(DESCRIPTION OF LAND)

A part of the SW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

From the SW corner of said SW 1/4 of the SW 1/4; thence South 89 deg. 53 min. 33 sec. East along the Section line, 969.65 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence North 12 deg. 00 min. 06 sec. West along said right of way line, 428.12 feet; thence leaving said right of way run North 89 deg. 58 min. 10 sec. East, 62.48 feet; thence North 00 deg. 01 min. 50 sec. West, 9.86 feet to the point of beginning; thence North 89 deg. 58 min. 10 sec. East, 190.50 feet; thence North 00 deg. 01 min. 50 sec. West, 95.50 feet; thence South 89 deg. 58 min. 10 sec. West, 116.04 feet; thence North 37 deg. 16 min. 22 sec. West, 17.85 feet; thence South 67 deg. 52 min. 18 sec. West, 89.88 feet; thence South 49 deg. 25 min. 47 sec. East, 25.85 feet; thence South 00 deg. 01 min. 50 sec. East, 59.07 feet to the point of beginning; being situated in Shelby County, Alabama.


**SCHEDULE "B" TO UCC-1 FINANCING STATEMENT  
(SIGNATURES)**

**DEBTOR:**

NSC 31, L.L.C.,  
an Alabama limited liability company


By: JOHNSON INVESTMENT COMPANY, LTD.,  
an Alabama limited partnership,  
its Managing Member

By: JOHNSON INVESTMENT, INC.,  
an Alabama corporation,  
its General Partner

By:   
Its: Pres

**SECURED PARTY:**

SOUTHTRUST BANK, NATIONAL ASSOCIATION

  
By: James A. Barnes  
Its: Vice President

Inst # 1998-40838

10/20/1998-40838  
10:59 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 HEL 19.00