

Shelby, AL

7

☐ 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:
LEXIS Document Services
PO BOX 2969
Springfield, IL 62708

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Pre-paid Acct #

2. Name and Address of Debtor (Last Name First if a Person)
Greystone Imaging Center
7500 Hugh Daniel Drive, Suite 150
BIRMINGHAM, AL 35242

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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)
General Electric Company
P.O. Box 414, W-490
MILWAUKEE, WI 53201

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

FILED WITH:

AL-Shelby County

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

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

1 GE DXi Hispeed CT Scanner System. 8510723. 970-52096. And all additions, accessions, modifications, improvements, replacements, substitutions and accessories thereto and therefor, or hereafter acquired.

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

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 \$

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

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)

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

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

General Electric Company

Type Name of Individual or Business

Signature(s) of Debtor(s)

Greystone Imaging Center

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

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



GE Medical Systems

ATTACHMENT "A"

State of **Alabama**
County of **Shelby**

CONSENT TO INSTALLATION AND WAIVER

The undersigned ("Undersigned") depose and say that:

Each has and claims the interest set forth beneath his signature hereto in and to all that tract, piece or parcel of land ("Premises") commonly known as:

7500 Hugh Daniel Drive, Suite 150

Shelby County, Alabama

and briefly described as follows:

See EXHIBIT "1" TO ATTACHMENT "A"

and as more particularly set forth in the records of **Shelby County** at liber _____, page _____
(Liber and page of recorded deeds, mortgages, and leases).

The Premises are presently occupied by **Greystone Imaging Center** ("Customer").

Customer has entered into the following agreement(s) (individually and collectively hereafter called "Agreement") with General Electric Company, Medical Systems Group ("Interest Holder"):

AGREEMENT(S)

1. GE Dxi Hispeed Scanner System

whereby Interest Holder shall have the ownership of, first lien on, or other paramount right to the property described in the Agreement ("Property") subject only to Customer's rights as provided in the Agreement.

Therefore, in consideration of one dollar (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged and in order to induce Interest Holder to enter into the Agreement to permit Customer to locate the Property on the Premises and any assignee of Interest Holder to purchase and/or to take any assignment of the Agreement, Undersigned do hereby jointly and severally covenant and agree that the Property has been or may be affixed or otherwise installed or kept at, in, or upon the Premises and that the Property is to remain and shall be conclusively deemed to be, for the purposes of this Agreement, personal property notwithstanding the manner in which it may become or is affixed to or installed at the Premises and that Interest Holder's claim in and to the Property shall remain undiminished and unaffected by such affixation, installation or storage throughout the term of the Agreement and any extension thereof, and until and unless Interest Holder or any assignee of Interest Holder thereof shall formally release or transfer its interests in and to the Property to or in favor of the Customer.

Undersigned further agree that Interest Holder and any assignee of Interest Holder may enter upon the Premises with 48 hours prior written notice to Greystone Realty Investors, L.L.C. ("Greystone") inspect and/or remove the Property from the Premises whenever it deems it necessary to do so to protect its interest. Interest Holder shall be liable to Greystone for all damage to the Premises and the building and other improvements on the Premises from all actions of Interest Holder including, without limitation, removal of the Property, and shall repair all such damage immediately.

This Consent is effective as against Greystone only if it has been executed by Interest Holder.

Within 5 days after request therefor, Interest Holder shall deliver to Greystone all such documents, certificates, instruments and forms as shall be reasonably requested by Greystone to remove any lien on the Premises if any such lien is determined by Greystone to constitute any cloud or encumbrance on its title to the Premises or to affect such title adversely in any way whatsoever or to constitute any impediment to any conveyance of such title of any sort, including mortgages and leases, without limitation, or if required by any lender or mortgagee or any potential lender or mortgagee.

The obligations of Interest Holder hereunder may be enforced by Greystone by a suit and a decree or judgment of specific performance in any court of law, and Greystone shall also be entitled to damages and all other available remedies for the breach of any obligation of Interest Holder herein.

Each Undersigned hereby waives each and every right which Undersigned now has in the Property or which Undersigned may hereafter acquire under the laws of the State of or by virtue of any deed, lease, mortgage or other agreement not in effect or hereafter received by Undersigned to own, levy upon, distrain, seize, restrain or otherwise hold or possess the Property for any reason.

The Consent shall be binding on the Undersigned and their successors and assigns

Witness our hands and seal this 18th day of December, 1998.

CUSTOMER:
Greystone Imaging Center

Address:
7500 Hugh Daniel Drive, Suite 150
Hoover, AL 35242

BY: [Signature]

Title: Exec. V.P.

OWNER:
Greystone Realty Investors, L.L.C.

Address:
3452 Oak Canyon Dr
B'ham, Al, 35243

BY: Ellen D. Stamer
Title: President

Meditex-Greystone, Inc.

Address:

BY: S. Upcott
Title: Exec. V.P.

INTEREST HOLDER:
General Electric Company

Address:

BY: _____
Title: _____

ATTACHMENT "B"

The equipment is or may include fixtures, and as such this UCC is being filed as fixture filing to be recorded in the County records where a mortgage on the real estate would be recorded. The recorded owner of the real estate in which the equipment is located is Greystone Realty Investors, L.L.C. See ATTACHMENT "A" and EXHIBIT "1" for legal description.

THE SECURED PARTY HEREBY EXPRESSLY WAIVES AND DISCLAIMS ANY LIEN ON OR INTEREST IN SUCH REAL ESTATE AND ANY IMPROVEMENTS ON SUCH REAL ESTATE AND EXPRESSLY LIMITS ITS INTEREST TO THE EQUIPMENT IDENTIFIED HEREIN.

EXHIBIT "1"

TO ATTACHMENT "A"

LEGAL DESCRIPTION:

**Lot A according to A Resurvey of Medical Center Addition Greystone as recorded in
Map Book 18 at Page 64 in the office of the Judge of Probate of Shelby County,
Alabama.**

Undersigned further agree that Interest Holder and any assignee of Interest Holder may enter upon the Premises with 48 hours prior written notice to Greystone Realty Investors, L.L.C. ("Greystone") inspect and/or remove the Property from the Premises whenever it deems it necessary to do so to protect its interest. Interest Holder shall be liable to Greystone for all damage to the Premises and the building and other improvements on the Premises from all actions of Interest Holder including, without limitation, removal of the Property, and shall repair all such damage immediately.

This Consent is effective as against Greystone only if it has been executed by Interest Holder.

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The obligations of Interest Holder hereunder may be enforced by Greystone by a suit and a decree or judgment of specific performance in any court of law, and Greystone shall also be entitled to damages and all other available remedies for the breach of any obligation of Interest Holder herein.

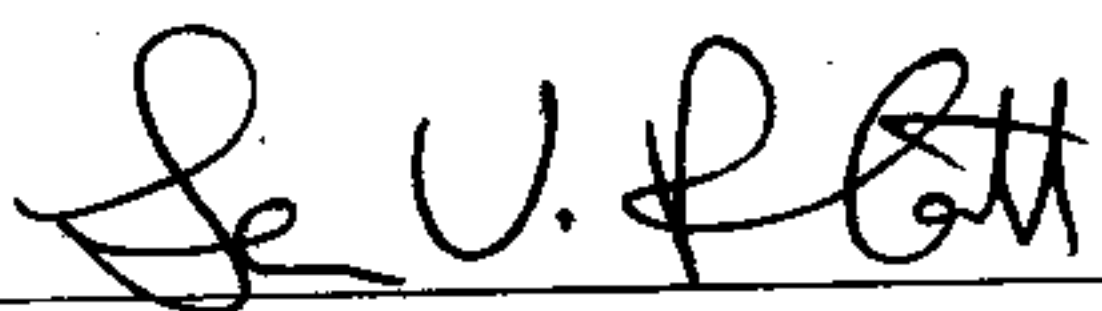
Each Undersigned hereby waives each and every right which Undersigned now has in the Property or which Undersigned may hereafter acquire under the laws of the State of or by virtue of any deed, lease, mortgage or other agreement not in effect or hereafter received by Undersigned to own, levy upon, distrain, seize, restrain or otherwise hold or possess the Property for any reason.

The Consent shall be binding on the Undersigned and their successors and assigns

Witness our hands and seal this _____ day of December, 1998.

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Title: Exec. V. P.

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Greystone Realty Investors, L.L.C.

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Bham, Al. 35243

BY: Ellen D. Stamer

Title: President

Meditek-Greystone, Inc.

Address:

BY: S. V. Gith

Title: Exec. V.P.

INTEREST HOLDER:
General Electric Company

Address:

BY: _____

Title: _____

Inst. # 1999-01572

01/12/1999-01572

12:40 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

008 CRH 684.55