

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Damon P. Denney, Esq. (205)458-5198
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Damon P. Denney, Esq. Burr & Forman LLP 420 North 20th Street Suite 3100 Birmingham, Alabama 35203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME NOM Birmingham, Ltd.	1b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 3841 Green Village Hills Drive, Suite 400				CITY Nashville	STATE TN	POSTAL CODE 37215	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LP	1f. JURISDICTION OF ORGANIZATION Alabama		1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE		

## 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME	2b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS				CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

## 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME SouthTrust Bank	3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS P. O. Box 2554; Attention: Commercial Real Estate Department				CITY Birmingham	STATE AL	POSTAL CODE 35290	COUNTRY USA

## 4. This FINANCING STATEMENT covers the following collateral:

The collateral is more particularly described in Exhibit B attached hereto and made a part hereof. The "Land" referred to in Exhibit B is more particularly described in Exhibit A attached hereto and made a part hereof.

This Financing Statement is to be filed as a fixture filing.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA Shelby County, Alabama						

03/20/2002-13158 2002-13158  
10:41 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CH 27.00

Cabana Title

## **EXHIBIT A TO UCC-1 FINANCING STATEMENT**

### ***Description of Real Estate***

**Debtor:** NOM Birmingham, Ltd.

**Secured Party:** SouthTrust Bank

**Commence at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, and run easterly along the North line of said 1/4 1/4 section 254.03 feet to a point on the east right of way line of Caldwell Mill Road and the point of beginning; thence turn 52 deg. 24 min. 29 sec. right and run Southeasterly along said road right of way for 175.77 feet; thence turn 89 deg. 35 min. 21 sec. left and run Northeasterly 290.12 feet; thence turn 142 deg. 42 min. 50 sec. left and run westerly 49.01 feet; thence turn 75 deg. 68 min. 19 sec. right and run Northwesterly 224.91 feet to a point on the South right of way line of Valleydale Road; thence turn 90 deg. 35 min. 34 sec. left the tangent at said point to a curve to the left said curve having a radius of 781.30 feet and run along said curve and said road right of way for 213.37 feet to a point; thence turn 47 deg. 37 min. 00 sec. left from the tangent to said curve at said point and run Southwesterly 99.77 feet to a point on the east right of way line of Caldwell Mill Road; thence turn 49 deg. 45 min. 24 sec. left and run 50.11 feet to the point of beginning, being situated in Shelby County, Alabama.**

The Debtor is the owner of record of the above-described real estate.

## EXHIBIT B TO UCC-1 FINANCING STATEMENT

### *Description of Collateral*

**Debtor:** NOM Birmingham, Ltd.

**Secured Party:** SouthTrust Bank

The collateral consists of all improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, contract rights and general intangibles, including replacements and additions thereto, now or hereafter owned by the Debtor and now or hereafter located on or pertaining to the ownership, use and operation of that certain tract or parcel of land located in Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land"), including, without limitation:

(a) 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 and personal property of every kind and nature whatsoever now or hereafter owned by the Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land, or the construction of any improvements thereon, and all other building materials and supplies of every kind now or hereafter placed or located on the Land;

(b) Any and all contracts, licenses, permits, zoning variances, plat approvals, building permits, development permits, sewer-tap permits, and other utility permits or governmental approvals issued to Debtor in connection with the ownership, use, enjoyment and operation of the Land or of any improvements now or hereafter located thereon;

(c) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of any part of the Land or any improvements located thereon under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to such Land or improvements, or to any rights appurtenant thereto, including any award for change of grade of streets;

(d) Any and all contracts, agreements, and other documents now or hereafter executed in connection with the Debtor's acquisition of the Land and the construction and development of any improvements thereon including, without limitation, all rights and interests of Debtor under any construction contracts, architectural contracts or engineering contracts related to the Land, all plans and specifications, and all other plans, drawings, studies and other items prepared by any architects, all reports, surveys, and studies made by any engineers, and all other plans, soil test reports, specifications, engineering plans and reports, and other architectural or engineering data used or useful in connection with the construction of any improvements on the Land;

(e) Any and all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds of or form any of the foregoing.