



20031204000787250 Pg 1/9 42.00
Shelby Cnty Judge of Probate, AL
12/04/2003 11:43:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] + 1743726-3	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) LexisNexis Document Solutions 801 Adlai Stevenson Drive Springfield, IL 62703	

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 SUNTRUST EQUITY FUNDING, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2808 Fairmount			CITY Dallas	STATE TX	POSTAL CODE 75201	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any DE-3567413		<input 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 SETON PROPERTY CORPORATION OF NORTH ALABAMA						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS 810 St. Vincents Drive			CITY Birmingham	STATE AL	POSTAL CODE 35205	COUNTRY USA
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION CORP	2f. JURISDICTION OF ORGANIZATION AL	2g. ORGANIZATIONAL ID #, if any DNP 791-537		<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 SunTrust Bank, as Agent						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 303 Peachtree Street			CITY Atlanta	STATE GA	POSTAL CODE 30308	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

The property described on Schedule I attached hereto. Proceeds of the property are also covered.

The property subject to this financing statement includes goods which are or may become fixtures on the real estate described on Exhibit A hereto. This financing statement is to be filed in the real estate records for the land described on Exhibit A.

No tax due. Recording taxes paid upon filing of the Mortgage and Security Agreement made by the Debtor to the Secured Party filed contemporaneously herewith on 11/25/03 as Document No. 20031125000773110 (Copy of Receipt Attached).

9 Additional Pages.

5. ALTERNATIVE DESIGNATION [if applicable]:		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	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]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA [St Vincents] AL-Shelby County							

03197709-5

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME	SUNTRUST EQUITY FUNDING, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS: AL-Shelby County

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
	COUNTRY			
ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	
			<input type="checkbox"/> NONE	

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
	COUNTRY			

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibit A attached.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

SETON PROPERTY CORPORATION OF NORTH ALABAMA
810 St. Vincents Drive
Birmingham, AL 35205

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years
☐ Filed in connection with a Public-Finance Transaction — effective 30 years

**Name and Address of
Debtors:**

SunTrust Equity Funding, LLC
2808 Fairmont
Suite 250
Dallas, Texas 75201

Seton Property Corporation of North Alabama
810 St. Vincents Drive
Birmingham, Alabama 35205

**Name and Address of
Secured Party:**

SunTrust Bank, as Agent
303 Peachtree Street
Atlanta, Georgia 30308

Schedule I

to Uniform Commercial Code Financing Statement

The property subject to this financing statement is described as follows:

(A) all right, title and interest of the Debtor in and to the parcel(s) of real property described on Exhibit A (the "Land"); the leasehold estate (the "Leasehold Estate") in the Land created by the Ground Lease (the "Ground Lease") described on Exhibit B hereto; all buildings, structures, Fixtures, Equipment, and other improvements of every kind existing at any time and from time to time on or under the Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all modifications, alterations, renovations, improvements and other additions to or changes in the Improvements at any time ("Improvements"); all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments and other rights and benefits at any time belonging or pertaining to the Land or the Improvements, including, without limitation, the use of any streets, ways, alleys, vaults or strips of land adjoining, abutting, adjacent or contiguous to the Land and all permits, licenses and rights, whether or not of record, appurtenant to the Land ("Appurtenant Rights"; the Land, Leasehold Estate, Improvements, Appurtenant Rights, Fixtures and Equipment relating thereto being collectively referred to as the "Property");

(B) all the estate, right, title, claim or demand whatsoever of the Debtor, in possession or expectancy, in and to the Property or any part thereof;

(C) all right, title and interest of the Debtor in and to all of the fixtures of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor and now or subsequently attached to, or contained in and used in connection with

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any operation or letting of the Property (all of the foregoing in this paragraph (C) being referred to as the "Fixtures");

(D) all right, title and interest of the Debtor in and to all of the chattels, business machines, machinery, apparatus, equipment, furnishings, and fittings and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor and now or subsequently attached to, or contained in or used in connection with any operation or letting of the Property, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, refrigerators, display cases, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, and security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings of every kind and description but only to the extent, however, such property is financed by the Lenders pursuant to the Loan Agreement or the other Operative Documents or by the Debtor pursuant to the Lease or the other Operative Documents (all of the foregoing in this paragraph being referred to as the "Equipment");

(E) all right, title and interest of the Debtor in and to all substitutes and replacements of, and all additions and improvements to, the Improvements and the Fixtures and Equipment, subsequently acquired by the Debtor or constructed, assembled or placed by the Debtor on the Land, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Property or offsite, and, in each such case, without any further conveyance, mortgage, assignment or other act by the Debtor;

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(F) all right, title and interest of the Debtor in and to all unearned premiums under insurance policies now or subsequently obtained by the Lessee relating to the Property or the Fixtures and the Debtor's interest in and to all proceeds of any such insurance policies (including title insurance policies) and all Loss Proceeds including the right to collect and receive such proceeds; and all Awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Property or any easement or other right therein;

(G) all right, title and interest of the Debtor in and to (i) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Property or any part thereof; (ii) all Plans and Specifications relating to the Property; (iii) the Construction Contract; (iv) the Architect's Agreement; and (v) the Construction Agency Agreement;

(H) all right, title and interest of the Debtor in and to the Ground Lease, the Lease, the Guaranty Agreement, all Rent (as set forth in the Lease) and all other rents, payments, purchase prices, receipts, revenues, issues and profits payable under the Lease or pursuant to any other lease with respect to the Property; and

all proceeds, both cash and noncash, of the foregoing

Definitions

As used above the term "Architect's Agreement" means, with respect to the Property, any architectural services agreement for the construction of improvements to the Property.

As used above the term "Award" means any award or payment received by or payable to the Lessor or Lessee on account of any condemnation or event of taking affecting the Land or the other property subject to this financing statement.

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As used above the term "Construction Contract" means, with respect to the Property, any construction contract for the construction of improvements to the Property.

As used above the term "Construction Agency Agreement" means the Construction Agency Agreement, dated as of November 7, 2003 between Lessor and St. Vincent's Hospital.

As used above the term "Guaranty Agreement" means the Guaranty, dated as of November 7, 2003 made by St. Vincent's Hospital in its capacity as guarantor in favor of the Lessor, SunTrust Bank, as Agent and the other lenders.

As used above the term "Lease" means that certain Master Lease Agreement dated as of November 7, 2003 between the Lessor and Lessee, together with each lease supplement thereto.

As used above the term "Lessor" means SunTrust Equity Funding, LLC.

As used above the term "Lessee" means Seton Property Corporation of North Alabama.

As used above the term "Lender(s)" means SunTrust Bank, as Agent, and the other financial institutions which may from time to time become party to the Loan Agreement.

As used above the term "Loan Agreement" means the Loan Agreement dated November 7, 2003 among Lessor, SunTrust Bank, as Agent, and the other Lenders.

As used above the term "Loss Proceeds" means any proceeds received by or payable to the Lessor, Lessee or SunTrust Bank from any insurer, governmental agency or other person in connection with any condemnation or casualty affecting the Land or the other property subject to this financing statement.

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As used below the term "Master Agreement" means the Master Agreement dated November 7, 2003 among the Guarantor, Lessor, Lessee, SunTrust Bank, as Agent, and the other Lenders.

As used above the term "Operative Documents" means the Master Agreement, the Guaranty Agreement and all pertinent supporting documentation in connection with site acquisitions.

As used above the term "Plans and Specifications" means with respect to the Property the final plans and specifications for such building, which may be standard forms for buildings of that type, as amended, supplemented or otherwise modified from time to time.

END OF SCHEDULE I

Exhibit A

Legal Description of the Land

Part of Lot 1, according to the survey of Greystone 3rd Sector, also known as Greystone Commercial Properties, as recorded in Map Volume 14, Page 79, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

From an existing 2" capped iron pipe being the locally accepted most northerly corner of said Lot 1, run in a southwesterly direction along the southeast right-of-way line of Alabama Highway #119 for a distance of 555 feet to an existing iron rebar set by Weygand and being the point of beginning; thence turn an angle to the left of $103^{\circ}-00'$ and run in a southeasterly direction for a distance of 405.0 feet to an existing iron rebar; thence turn an angle to the left of $20^{\circ}-40'$ and run in an easterly direction for a distance of 305.0 feet to an existing iron rebar; thence turn an angle to the right of $74-0'$ and run in a southeasterly direction for a distance of 273.0 feet to an existing iron rebar; thence turn an angle to the right of $11^{\circ}-02'-021''$ and run in a southeasterly direction for a distance of 414.07 feet to an existing iron rebar being on the east line of said Lot 1; thence turn an angle to the right of $28^{\circ}-37'-04''$ and run in a southwesterly direction along the east line of said Lot 1 for a distance of 467.12 feet to an existing iron rebar being a corner of said Lot 1 and being on the north right-of-way line of Greystone Way and being on a curve, said curved north right-of-way line of Greystone Way being concave in a northerly direction and have a central angle of $43^{\circ}-51'-30''$ and a radius of 410.0 feet; thence turn an angle to the right ($78^{\circ}-10'-22''$ to the chord of said curve) and run in a westerly direction along the arc of said curve and along the north right-of-way line of said Greystone Way for a measured distance of 305.90 feet along the chord for an arc length of 313.85 feet to an existing iron rebar being at a point of ending of said curve and still being on the north right-of-way line of Greystone Way; thence turn an angle to the right ($21^{\circ}-49'-24''$ from the last mentioned chord line) and run in a northwesterly direction along the northerly right-of-way line of said Greystone Way for a measured distance of 457.44 feet to an existing iron rebar; thence turn an angle to the right of $3^{\circ}-41'-36''$ and run in a northwesterly direction along the north right-of-way line of said Greystone Way for a distance of 157.83 feet to an existing iron rebar; thence turn an angle to the left of $3^{\circ}-40'-57''$ and run in a northwesterly direction along the northerly right-of-way line of said Greystone Way for a measured distance of 272.76 feet to an existing iron rebar being at the point of beginning of a curve, said latest curve being concave in a northeasterly direction; thence turn an angle to the right and run in a northwesterly and northerly direction along the arc of said curve (chord measures 35.33 feet, and to obtain the chord turn an angle to the right of $44^{\circ}-28'-05''$ from last mentioned 272.76 line) to a point of ending of said curve and being marked by an existing iron rebar and being on the east right-of-way line of Alabama Highway #119; thence run in a northerly direction along the east right-of-way line of said Alabama Highway #119 for a distance of 97.20 feet to an existing iron rebar set by Weygand; thence continue in a northeasterly direction along the east right-of-way line of said Alabama Highway #119 for a distance of 679.80 feet, more or less, to the point of beginning. Containing 22.92 acres, more or less.

Part of Tax Parcel No. 03-9-32-0-001-005.001

EXHIBIT B

Description of the Ground Lease

That certain Ground Lease dated as of November 20, 2003 between Seton Property Corporation of North Alabama (the "Landlord") and SunTrust Equity Funding, LLC (the "Tenant") which demises the property described on Exhibit A hereto. The Ground Lease is evidenced of record by an instrument dated as of November 20, 2003 which was recorded November 25, 2003 with the Shelby County, Alabama Judge of Probate's Office as Document No. 20031125000773090.