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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

MidFirst Bank
P.O. Box 26750
Oklahoma City, Oklahoma 73126

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

SPD Properties, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS c/o Inkana Properties
2501 20th Place South, Suite 225

CITY
Birmingham

STATE
AL

POSTAL CODE
35223

COUNTRY
USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION
Limited Liability
Company

1f. JURISDICTION OF ORGANIZATION
Alabama

1g. ORGANIZATIONAL ID #, if any

☐ 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

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ 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

MidFirst Bank

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P.O. Box 26750

CITY

Oklahoma City

STATE

OK

POSTAL CODE

73126

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

The fixtures, equipment, personal property and general intangibles described on Schedule 1 attached to this Financing Statement and incorporated herein, now or hereafter located on or used in connection with or relating to the real property described on Schedule 2 attached to this Financing Statement and incorporated herein and/or the buildings and improvements now or hereafter located on such real property.

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAIOLR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum ☐ 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

SCHEDULE 1

Attached to and made a part of Financing Statement
by
SPD Properties, LLC,
as Debtor,
in favor of
MidFirst Bank,
as Secured Party

Debtor:

SPD Properties, LLC
c/o Inkana Properties
2501 20th Place South, Suite 225
Birmingham, Alabama 35223

Secured Party:

MidFirst Bank
P.O. Box 26750
Oklahoma City, Oklahoma 73126

Description of Collateral

All of Borrower's right, title and interest in all fixtures, goods and goods to become fixtures, and all articles of personal property and all accessions and additions thereto, all replacements and alterations thereof and all substitutions therefor, now or at any time hereafter owned by the Debtor and now or hereafter affixed or attached to, contained in or used in connection with the Real Property (as hereinafter defined) and/or any of the Improvements (as hereinafter defined) or installed, placed or maintained on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, all elevator, incinerating, heating, lighting, plumbing, ventilating, air-conditioning and refrigerating equipment, apparatus, systems and plants, all stoves, refrigerators, ranges, vacuum cleaning systems, call systems, sprinkler systems and fire prevention and extinguishing equipment, apparatus, systems and materials, all maintenance equipment and tools, all other motors, machinery, pipes, appliances, equipment, fittings and fixtures, and all other items or types of chattels and tangible personal property which are now or hereafter affixed or attached to, contained in, installed, placed, maintained or used on, or which arise out of the development, improvement, operation, leasing or use of, the Real Property and/or the Improvements, together with all accessions and additions thereto, all replacements and alterations thereof, all substitutions therefor and all proceeds thereof;

TOGETHER WITH all general intangibles, contract rights and accounts (as such terms are defined in or encompassed by the Uniform Commercial Code of the state in which the Real Property is situated) or fees, charges or other payments for the occupancy of rooms or other public facilities arising out of or in connection with or relating to the development, improvement, operation, leasing,

use or sale of the Real Property and/or the Improvements and all documents of title, chattel paper, permits, approvals, licenses, franchises, certificates and similar documents, all contracts leasing and/or renting labor, goods, equipment and/or services, all service and/or maintenance agreements, management contracts, marketing contracts, architects' contracts, engineers' contracts and other professional contracts, all brokers' contracts, construction contracts and other contracts and agreements relating to the Real Property and/or the Improvements, all mortgage and/or financing commitments relating to the Real Property and/or the Improvements, all warranties, guaranties and bonds, all surveys, soil and substrata studies, all other studies of every type, all architectural renderings, site plans, engineering plans and studies, floor plans, landscape plans and other plans, all drawings, blueprints, plans, specifications, data, reports, tests, studies, appraisals and like documents relating to all or any part of the Real Property and/or the Improvements, and all other rights and privileges obtained in connection with the Real Property and/or the Improvements;

TOGETHER WITH all purchase contracts relating to the Real Property, or any part thereof, and all rents, issues and profits which may hereafter become due under or by virtue of any lease or rental contract, written or verbal, or any letting of, or any agreement for the use or occupancy of all or any part of the Real Property and/or any part of the Improvements;

TOGETHER WITH all judgments and awards (and all proceeds thereof and other rights with respect thereto) made or to be made with respect to any part of the Real Property and/or any part of the Improvements, under or in connection with any power of eminent domain;

TOGETHER WITH all rights to collect and receive any insurance proceeds or other sums payable as or for damages to any part of the Improvements and/or any part of the tangible personal property located on or in the Real Property and/or the Improvements, for any reason or by virtue of any occurrence;

TOGETHER WITH all rights to receive any reimbursements, fees or amounts payable by any city, county, municipal or other body as a result of the Debtor's ownership of any part of the Real Property and/or Improvements;

TOGETHER WITH all betterments, accessions, additions, appurtenances, accessories, replacements, substitutions and revisions relating to any of the foregoing;

TOGETHER WITH all presently existing and future agreements between the Debtor and any third party which relate in any way to any of the foregoing;

TOGETHER WITH all rights and entitlements to develop the Real Property granted by any governmental or quasi-governmental authority;

TOGETHER WITH a) All right title and interest of Debtor under the terms of a Ground Lease wherein BAPTIST HEALTH SYSTEM, INC. an Alabama not-for-profit corporation d/b/a SHELBY BAPTIST MEDICAL CENTER (hereinafter "Landlord") is Landlord and Debtor is Tenant and as to which a memorandum was filed for record in the office of the Judge of Probate of Shelby County, Alabama (hereinafter the "Ground Lease") together with any and all options under the Ground Lease or otherwise from the Landlord to purchase the leased premises, the ground Lease being of certain



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Land owned by the Landlord and located in Shelby County, Alabama as described in the Ground lease; b) All right title and interest of the Debtor in and to such Land situated in Shelby County, Alabama and described in the Ground Lease, whether now owned or hereafter acquired; c) Together with all buildings, structures, equipment, machinery, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise, wheresoever the same may be located; d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity of the Debtor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Secured Party is hereby authorized on behalf of and in the name of Debtor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released; e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Debtor is the lessor, including but not limited to the existing garage lease from Debtor as landlord to BAPTIST HEALTH SYSTEM, INC. as tenant, a memorandum of which is recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, including but not limited to, the Existing Leases being hereinafter collectively referred to as the "Leases"); f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases; g) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents,

percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Debtor may have against any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Secured Party, all of which awards, damages, premiums, and payments are hereby assigned to Secured Party and may be at any time collected by it; and j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

TOGETHER WITH all other things and additional rights of any nature, of value or convenience in the enjoyment, development, operation, leasing or use, in any way, of any property or interest included in any of the foregoing paragraphs, all prepaid accounts and utility deposits, and all rents and revenues from the operation of the Real Property, including, but not limited to, storage unit rents, room rents, food and beverage sales, telephone receipts and other operating income, including, but not limited to all rents and revenues collected from tenants of Real Property, tenant security deposits, issues and profits and other benefits arising therefrom or from any contract now in existence or hereafter entered into pertaining thereto, and all rights, title and interests appurtenant thereto and all proceeds of all of the foregoing described property and interests.

As used in this Financing Statement, the following terms shall have the meanings indicated for each:

(a) Real Property shall mean collectively, all those certain lots, pieces or parcels of land more particularly described in Schedule 2 attached to this Financing Statement and by this reference made a part hereof, together with all and singular the respective easements, rights-of-way, franchises, servitudes, licenses, privileges, passages, sewer rights, drainage rights, water, water courses, water rights (including, without limitation, shares of stock evidencing the same), lawn plants, shrubbery, tenements, hereditaments and appurtenances now or hereafter belonging, relating or appertaining thereto, and all the estate, right, title and interest of the Debtor in and to the respective roads, streets, avenues, lanes, alleys and rights-of-way, public and/or private, in front of, adjoining or adjacent to the same and any land lying in the bed of any road, street, avenue, lane, alley or right-of-way in front of, adjoining or adjacent to the same, and any strips and gores within or adjoining said land, the air space and right to use said air space above said land, all rights of ingress and egress by motor vehicles to parking facilities on or within said land, and all of the Debtor's estate, right, title and interest in and to the oil, gas, coal, metallic ores and other minerals in, under and that may be produced from the land and all royalty, leasehold and other rights pertaining thereto.

(b) Improvements shall mean collectively, all buildings, structures, open parking areas and other improvements and appurtenances now or hereafter located, constructed, erected, installed, affixed, placed and/or maintained in or upon the Real Property or any part thereof, together with accessions and additions thereto, all replacements and alterations thereof and all substitutions therefor.

SCHEDULE 2

Attached to and made a part of Financing Statement
by
SPD Properties, LLC,
as Debtor,
in favor of
MidFirst Bank,
as Secured Party

Debtor:

SPD Properties, LLC
c/o Inkana Properties
2501 20th Place South, Suite 225
Birmingham, Alabama 35223

Secured Party:

MidFirst Bank
P.O. Box 26750
Oklahoma City, Oklahoma 73126

Legal Description

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, and run in an Easterly direction along the North line of said quarter-quarter section a distance of 316.16 feet to a point; thence deflect 110°43'12" to the right and run in a Southwesterly direction a distance of 326.07 feet to the Point of Beginning of the herein described parcel; thence deflect 14°47'43" to the left and run in a Southerly direction a distance of 221.40 feet to a point; thence turn an interior angle of 89°34'31" and run in a Westerly direction a distance of 78.28 feet to a point; thence turn an interior angle of 270°00'00" and run in a Southerly direction a distance of 15.30 feet to a point; thence turn an interior angle of 90°00'00" and run in an Easterly direction a distance of 113.90 feet to a point; thence turn an interior angle of 90°00'00" and run in a Northerly direction a distance of 236.70 feet to a point; thence turn an interior angle of 90°00'00" and run in a Westerly direction a distance of 190.54 feet to the Point of Beginning of said parcel.

ACCESS EASEMENT NO. 1

Commence at the Northwest corner of the Southwest 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 North line of said 1/4-1/4 Section a distance of 217.82 feet to a point; thence deflect 276 degrees 26 minutes 50 seconds to the right and run in a Southwesterly direction a distance of 259.85 feet to



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the Point of Beginning of the herein described access easement; thence continue along the last described course a distance of 46.59 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction a distance of 31.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in an Northeasterly direction a distance of 11.95 feet to a point; thence turn an interior angle of 266 degrees 07 minutes 21 seconds and run in a Southwesterly direction a distance of 93.21 feet to a point; thence turn an interior angle of 266 degrees 07 minutes 21 seconds and run in a Southeasterly direction a distance of 5.64 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction a distance of 31.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Northeasterly direction a distance of 3.54 feet to a point; thence turn an interior angle of 273 degrees 52 minutes 39 seconds and run in a Northwesterly direction a distance of 37.08 feet to a point; thence turn an interior angle of 266 degrees 07 minutes 21 seconds and run in a Southwesterly direction a distance of 166.03 feet to a point; thence turn an interior angle of 270 degrees 00 minutes 00 seconds and run in a Southeasterly direction a distance of 19.5 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Northeasterly direction a distance of 25.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction a distance of 19.50 feet to a point; thence turn an interior angle of 270 degrees 00 minutes 00 seconds and run in a Southwesterly direction a distance of 28.85 feet to a point; thence turn an interior angle of 183 degrees 53 minutes 37 seconds and run in a Southwesterly direction a distance of 126.93 feet to a point; thence turn an interior angle of 266 degrees 15 minutes 26 seconds and run in a Southeasterly direction a distance of 45.91 feet to a point; thence turn an interior angle of 269 degrees 33 minutes 10 seconds and run in a Northeasterly direction a distance of 80.95 feet to a point on a curve to the left having a central angle of 30 degrees 17 minutes 53 seconds and a radius of 20.00 feet; thence continue along the arc of said curve in a Northwesterly direction a distance of 10.58 feet to a point; thence continue along the tangent of said curve in a Northwesterly direction a distance of 27.51 feet to a point; thence turn an interior angle of 59 degrees 59 minutes 54 seconds and run in a Northeasterly direction a distance of 30.42 feet to a point; thence turn an interior angle of 120 degrees 00 minutes 06 seconds and run in a Southeasterly direction a distance of 7.45 feet to a point on a curve to the right having a central angle of 30 degrees 17 minutes 53 seconds and a radius of 45.50 feet; thence run along the arc of said curve in a Southwesterly direction a distance of 24.06 feet to a point; thence continue along the tangent of said curve in a Southwesterly direction a distance of 112.38 feet to a point; thence turn an interior angle of 90 degrees 26 minutes 50 seconds and run in a Northwesterly direction a distance of 94.80 feet to a point; thence turn an interior angle of 93 degrees 44 minutes 34 seconds and run in a Northeasterly direction a distance of 173.35 feet to a point; thence turn an interior angle of 235 degrees 31 minutes 51 seconds and run in a Northwesterly direction a distance of 22.26 feet to a point on the Easterly right-of-way line of U.S. Highway 31; thence turn an interior angle of 121 degrees 14 minutes 03 seconds and run in a Northeasterly direction a distance of 28.85 feet to a point on said right-of-way; thence turn an interior angle of 134 degrees 44 minutes 34 seconds and leaving said right-of-way run in a Northeasterly direction a distance of 30.06 feet to a point; thence turn an interior angle of 224 degrees 35 minutes 46 seconds and run in a Northeasterly direction a distance of 115.65 feet to a point; thence turn an interior angle of 226 degrees 56 minutes 21 seconds and run in a Northwesterly direction a distance of 13.15 feet to a point; thence turn an interior angle of 226



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degrees 56 minutes 17 seconds and run in a Southwesterly direction a distance of 11.87 feet to a point on said right-of-way; thence turn an interior angle of 85 degrees 23 minutes 37 seconds and run in a Northwesterly direction a distance of 24.19 feet to a point on said right-of-way; thence turn an interior angle of 95 degrees 13 minutes 19 seconds and leaving said right-of-way run in a Northeasterly direction a distance of 240.88 feet to the point of beginning of the herein described access easement.

ACCESS EASEMENT NO. 2

Commence at the Northwest corner of the Southwest 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 North line of said 1/4-1/4 Section a distance of 235.43 feet to a point; thence deflect 276 degrees 26 minutes 50 seconds to the right and run in a Southwesterly direction a distance of 430.42 feet to the point of beginning of the herein described access easement; thus continue along the last described course a distance of 15.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction a distance of 1.0 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Northeasterly direction a distance of 15.0 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Southeasterly direction a distance of 1.0 feet to the end point of said access easement.

ACCESS EASEMENT NO. 3

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, and run in an Easterly direction along the North line of said 1/4-1/4 line a distance of 148.43 feet to a point; thence deflect 276 degrees 26 minutes 50 seconds to the right and run in a Southwesterly direction a distance of 528.15 feet to the point of beginning; thence continue along the last described course in a Southwesterly direction a distance of 1.0 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction a distance of 15.0 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Northeasterly direction a distance of 1.0 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Southeasterly direction a distance of 15.0 feet to the point of beginning of the herein described access easement.