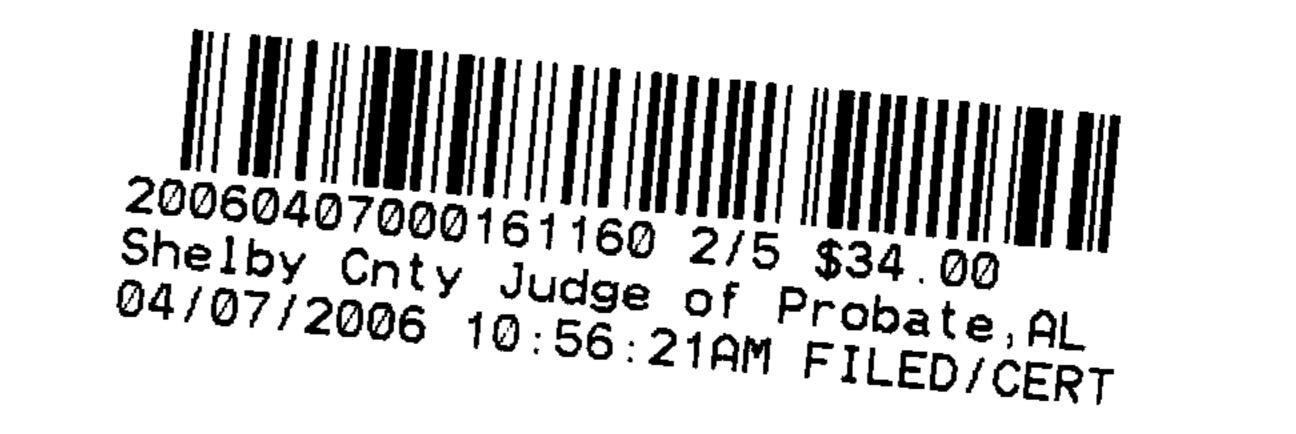
UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS (front and back) CARE	2006040700016	20060407000161160 1/5 \$34.00 Shelby Cnty Judge 25					
A. NAME & PHONE OF CONTACT AT FILER [optional]		Shelby Cott	Shelby Cnty Judge of Probate, AL 04/07/2006 10:56:21AM FILED/CERT				
B. SEND ACKNOWLEDGEMENT TO: (Name an	id Address)						
Rubin, Ehrlich & Buckley, PC							
731 Alexander Road Princeton, New Jersey 08540							
		THE ABOVE SPACE IS FOR	FILING OFF	ICE USE ONLY	<u> </u>		
1. DEBTOR'S EXACT FULL LEGAL NAME - in: 1a. ORGANIZATION'S NAME	sert only one debtor name (la or lb) - do t	not abbreviate or combine names	<u></u>		<u></u>		
224 HM PRIVATE INVESTOR I	I, LLC						
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY		
ORGANIZATION	e, Suite B  1e. TYPE OF ORGANIZATION  limited liability company	Winston-Salem  1f. JURISDICTION OF ORGANIZATION  Alabama	1 ~	27102 NIZATIONAL ID # 6031400012061	<u>-</u>		
2. ADDITIONAL DEBTOR'S EXACT FULL LEC	· · · · · · · · · · · · · · · · · · ·		1 X L) - 2 U U	0031400012001			
2a. ORGANIZATION'S NAME							
OR 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. ORGA	NIZATIONAL ID#	, if any  NONE		
3. SECURED PARTY'S NAME (or NAME of TO' 3a. ORGANIZATION'S NAME	TAL ASSIGNEE of ASSIGNOR S/P) - in	sert only one secured party name (3a or 3b)					
OR LaSalle Bank National Association	n				GLIDERA		
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX		
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY		
135 South LaSalle Street		Chicago	Illinois	60603	USA		
4. This FINANCING STATEMENT covers the fol The items described in the Schedule		d incorporated herein by reference as Exhib	it A.				
Proceeds of the Collateral are also of	covered.						
5. ALTERNATIVE DESIGNATION [if applicable	e]:   LESSEE/LESSOR   CONSIG	NEE/CONSIGNOR	LER/BUYER	☐ AG.LIEN ☐	ON-UCC FILING		
6. This FINANCING STATEMENT is to be fi	led [for record] (or recorded) in the REAL	7. Check to REQUEST SEARCH REPORT(S) on Del [ADDITIONAL FEE] [optional]		l Debtors 🔲 Debto			
ESTATE RECORDS. Attach Addendum  8. OPTIONAL FILER REFERENCE DATA	[if applicable]	[ADDITIONAL PLE] [Optional]	<u> </u>				
Filed with: SHELBY COUNTY, ALA	BAMA						

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

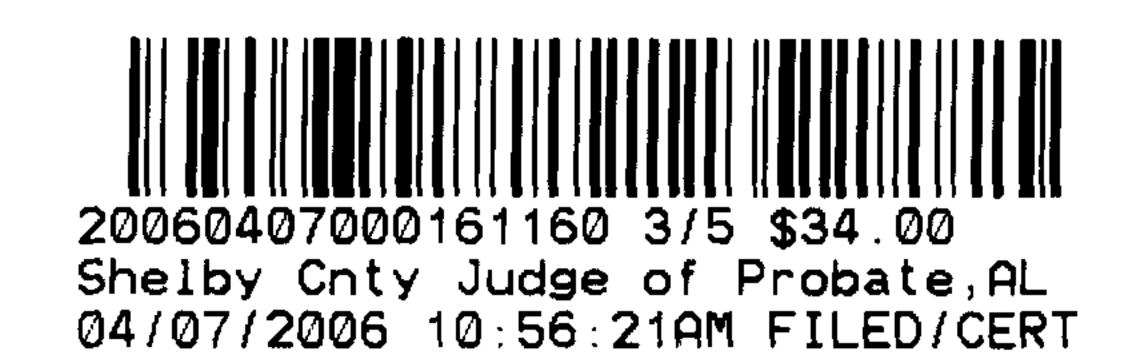
# UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY

10. MISCELLANEOUS

9. NA	ME OF FIRST DEBTOR (1a or 1b) ON	RELATED FINANCING	STATMENT			
	9a. ORGANIZATION'S NAME 224 HM PRIVATE INVESTOR II, LLC					
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX			



			THE ABOVE SPA	CE IS FOR F	ILING OFFICE US	E ONLY
11. A	DDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor	r name (11a or 11b) - do n				
	11a. ORGANIZATION'S NAME		or doord vidite of controlled fidities			······································
OR						
	11b. INDIVIDUAL'S LAST NAME	FIRST NA	FIRST NAME		MIDDLE NAME	
11c. MAILING ADDRESS		CITY	CITY		POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION ORGANIZATION DEBTOR		11f. JURIS	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID #, if any	
12.	ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - in:	sert only one name (12a o	12b)	· · · · · · · · · · · · · · · · · · ·		
	12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAI	ИE	MIDDLE NAME		SUFFIX
12c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
14. De Hil 22. Ala Mo	as-extracted eral, or is filled as a fixture filing.  Escription real estate:  Ilside Medical Office 4 1st Street North  abaster, Shelby County. Alabama  ore particularly described on Exhibit B attached hereto.	17. Check only if applica	ble and check only one box.  Trustee acting with respect	to property he	ld in trust or De	ecendent'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				



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

Debtor:

Secured Party:

224 HM PRIVATE INVESTOR II, LLC, an Alabama limited liability company c/o ACC Investments
3325 Healy Drive, Suite B
Winston-Salem, North Carolina 27102

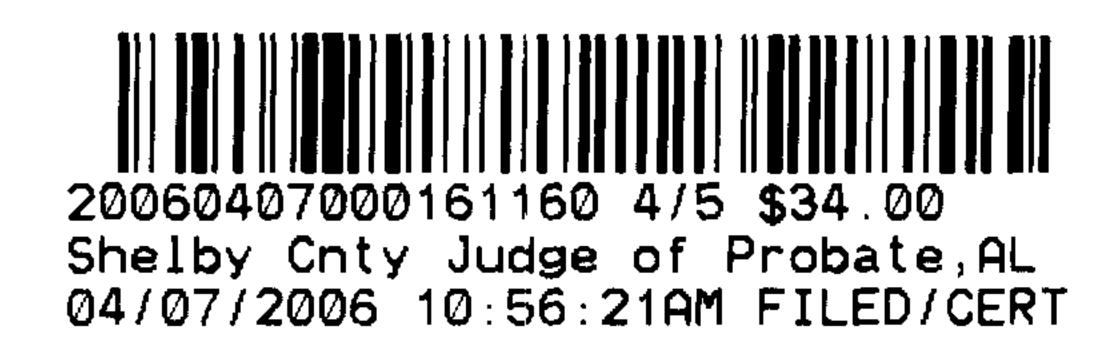
Identification No.: AL-20060314000120610
Taxpayer Identification No.:

LaSalle Bank National Association 135 S. LaSalle Street, Suite 3410 Chicago, Illinois 60603 Attn: Real Estate Capital Markets

The Financing Statement covers, and the Debtor does hereby pledge, assign, transfer and deliver to the Secured Party and does hereby grant to the Secured Party a continuing and unconditional security interest in and to the following types (or items) of property:

Any and all assets of the Debtor, of any kind or description, tangible or intangible, whether now existing or hereafter arising or acquired, including, but not limited to:

- (a) all property of, or for the account of, the Debtor now or hereafter coming into the possession, control or custody of, or in transit to, the Secured Party or any agent or bailee for the Secured Party or any parent, affiliate or subsidiary of the Secured Party or any participant with the Secured Party in the loans to the Debtor (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise), including all earnings, dividends, interest, or other rights in connection therewith and the products and proceeds therefrom, including the proceeds of insurance thereon; and
- (b) the additional property of the Debtor, whether now existing or hereafter arising or acquired, and wherever now or hereafter located, together with all additions and accessions thereto, substitutions for, and replacements, products and proceeds therefrom, and all of the Debtor's books and records and recorded data relating thereto (regardless of the medium of recording or storage), together with all of the Debtor's right, title and interest in and to all computer software required to utilize, create, maintain and process any such records or data on electronic media, identified and set forth as follows:
  - (i) All Accounts and all Goods whose sale, lease or other disposition by the Debtor has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, the Debtor, or rejected or refused by an Account Debtor;
  - (ii) All Inventory, including, without limitation, raw materials, work-in-process and finished goods;



- (iii) All Goods (other than Inventory), including, without limitation, embedded software, Equipment, vehicles, furniture and Fixtures;
- (iv) All Software and computer programs;
- (v) All Securities and Investment Property;
- (vi) All Chattel Paper, Electronic Chattel Paper, Instruments, Documents, Letter of Credit Rights, all proceeds of letters of credit, Health-Care-Insurance Receivables, Supporting Obligations, notes secured by real estate, Commercial Tort Claims, contracts, licenses, permits and all other General Intangibles, including Payment Intangibles and collateral assignments of beneficial interest in land trusts;
- (vii) All insurance policies and proceeds insuring the foregoing property or any part thereof, including unearned premiums; and
- (viii) All operating accounts, the loan funds, all escrows, reserves and any other monies on deposit with or for the benefit of Secured Party, including deposits for the payment of real estate taxes and insurance, maintenance and leasing reserves, and any cash collateral accounts, clearing house accounts, operating accounts, bank accounts of Debtor or any other Deposit Accounts of Debtor.

Capitalized words and phrases used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in either: (i) Article 9 of the Uniform Commercial Code as in force in Illinois at the time the financing statement was filed by the Secured Party, or (ii) Article 9 as in force at any relevant time in Illinois, the meaning to be ascribed thereto with respect to any particular item of property shall be that under the more encompassing of the two definitions.

# 20060407000161160 5/5 \$34.00 Shelby Cnty Judge of Probate, AL 04/07/2006 10:56:21AM FILED/CERT

#### Exhibit "B"

#### PARCEL I:

Part of Lots 12 and 13 and 14, in Block 2, of Nickerson-Scott Survey as recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama.

ALSO, a parcel of land situated in the Southeast quarter of the Southeast quarter of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a point on the Easterly right of way of U.S. Highway 31, also known as Montgomery Highway and First Street, said point being on the Southerly line of said Lot 12, Block 2 of said Nickerson-Scott Survey and run in an Easterly direction along the Southerly line of said Lot 12 and a projection thereof for a distance of 262.73 feet; thence turn an angle to the left of 89° 56' 44" and run in a Westerly direction along a line, which is a projection of the Northerly line of said Lot 14, Block 2, of said Nickerson-Scott Survey, and along said Northerly line of said Lot 14 for a distance of 262.55 feet to a point on said Easterly right of way of U.S. Highway 31 (Montgomery Highway, First Street); thence turn an angle to the left of 89° 59' 08" and run in a Southerly direction along said right of way for a distance of 149.91 feet to the point of beginning.

#### PARCEL II:

Part of Lots 15, 16 and 17, in Block 2, of Nickerson-Scott Survey, as recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama.

ALSO, a parcel of land situated in the Southeast quarter of the Southeast quarter of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a point on the Easterly right of way of U.S. Highway 31, also known as Montgomery Highway and First Street, said point being on the Southerly line of said Lot 15, Block 2 of said Nickerson-Scott Survey, and run in an Easterly direction along the Southerly line of said Lot 15, and a projection thereof for a distance of 262.55 feet; thence turn an angle to the left of 90° 03' 16" and run in a Northerly direction for a distance of 50.37 feet, thence turn an angle to the left of 90° 02' 51" and run in a Westerly direction along a line which is a projection of the Northerly line of said Lot 15 for a distance of 100.08 feet to the Northeast corner of said Lot 15; thence turn an angle to the right of 89° 59' 56" and run in a Northerly direction along the Easterly line of said Lot 16 and 17, Block 2 of said Nickerson-Scott Survey for a distance of 60.02 feet; thence turn an angle to the left of 89° 58' 10" and run in a Westerly direction for a distance of 162.29 feet to a point on said Easterly right of way of U.S. Highway 31 (Montgomery Highway, First Street); thence turn an angle to the left of 89°, 54' 47" and run in a Southerly direction along said right of way for a distance of 110.00 feet to the point of beginning.

All situated in Shelby County, Alabama.

### Also Described As:

Beginning at an existing iron rebar set by Weygand being the locally accepted Southwest corner of Lot 12, Block 2, Nickerson-Scott Survey, as recorded in Map Book 3, Page 34, in the Probate Office of Shelby County, Alabama, and also being on the East right-of-way line of the Montgomery Highway, run in an Easterly direction along the South line of said Lot 12 and its Easterly extension thereof for a distance of 262.73 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 89° 59' 17" and run in a Northerly direction for a distance of 199.87 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 90° 01' 23" and run in a Westerly direction for a distance of 100.08 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 89° 59' 20" and run in a Northerly direction for a distance of 60.01 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 89° 58' 01" and run in a Westerly direction for a distance of 162.24 feet to an existing iron rebar set by Weygand and being on the East right-of-way line of said Montgomery Highway; thence turn an angle to the left of 89° 54' 59" and run in a Southerly direction along the East right-of-way line of said Montgomery Highway for a distance of 259.89 feet, more or less, to the point of beginning.