A. NA	ME & PHONE OF CON	TACT AT FILER	[optional]	20060407000161290 1/5 \$34.00						
B. SEN	ND ACKNOWLEDGEN	IENT TO: (Name a	and Address)	Shelby Cnty Judge of Probate, AL 04/07/2006 10:56:34AM FILED/CERT						
7	Rubin, Ehrlich & Bu 731 Alexander Road Princeton, New Jers	1								
1 DEF	RTOR'S EXACT FILL	I EGAL NAME - i	nsert only one debtor name (1a or 1b) - do s	THE ABOVE SPACE IS FOR	FILING OF	FICE USE ONLY				
J	EBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names 1a. ORGANIZATION'S NAME									
	224 HM PRIVAT	E INVESTOR	XV, LLC							
OR	1b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME		SUFFIX			
lc. MA	AILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTR			
c/o A	CC Investments, 3.	325 Healy Driv	ze, Suite B	Winston-Salem	NC	27102	USA			
1d. TA	X ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION	le. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGA	NIZATIONAL ID#	, if any			
		DEBTOR	limited liability company	Alabama	AL-200	6031400012048	0 🗆 1			
OR	2a. ORGANIZATION'S 2b. INDIVIDUAL'S LA			FIRST NAME	MIDDLE NAME SUFFIX					
2c. MAILING ADDRESS				CITY	STATE	POSTAL CODE	COUNTR			
2d. TA	X ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any					
3. SEC	URED PARTY'S NAM	E (or NAME of TO	TAL ASSIGNEE of ASSIGNOR S/P) - in:	sert only one secured party name (3a or 3b)	· · · · · · · · · · · · · · · · · · ·	······································				
	3a. ORGANIZATION'S									
	LaSalle Bank Nati	onal Association	on							
OR	3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE	SUFFIX				
3c. MA	AILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTR			
135 S	South LaSalle Street	<u>t</u>		Chicago	Illinois	60603	USA			
T	The items described roceeds of the Coll	in the Schedul	e of Collateral attached hereto and	d incorporated herein by reference as Exhibit	t A.					
6. 🔯 T	This FINANCING STATESTATE RECORDS.	TEMENT is to be factorial track Addendum		NEE/CONSIGNOR		AG.LIEN (, , , , , , , , , , , , , , , , , , ,			
	YONAL FILER REFERENCE WITH: SHELBY CO		BAMA							

UCC FINANCING STATEMENT ADDENDUM

	OW INSTRUCTIONS (front and back) CA		(P) (T							
9. IN F	ME OF FIRST DEBTOR (1a or 1b) ON 1 9a. ORGANIZATION'S NAME	CELATED FINANCING STATE				(A)(A)				
	224 HM PRIVATE INVESTO	R XV, LLC	200 She	1by Cnty	61290 2/5 \$34 Judge of Prob 10:56:34AM FIL	ED/CERT				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME, SUFFIX	, SUFFIX					
10. N	ISCELLANEOUS									
					THE AROVE SDA	CE IS EAD I	HI INC OFFICE IS	EE ONIT W		
			·····			CE 15 FUK I	TILING OFFICE US	EUNLY		
11. A	DDITIONAL DEBTOR'S EXACT FULL 11a. ORGANIZATION'S NAME	LEGAL NAME - insert only one	debtor nar	me (11a or 11b) - do	not abbreviate or combine names			<u> </u>		
OR	TIA. ORGANIZATION S NAME									
OK	11b. INDIVIDUAL'S LAST NAME			FIRST N	AMF	MIDDLE NAME SHEETY				
				FIRST NAME		MIDDLE	MIDDLE NAME SUFFIX			
11c. N	MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY		
11d.	11d. TAX ID #: SSN OR EIN ADD'L INFO RE 11e. TYPE OF ORGANIZATION			11f. JUR	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID #, if any			
	ORGANIZATION DEBTOR				NONE					
12.	ADDITIONAL SECURED PARTY'S	or ASSIGNOR S/P'S NAM	1E - insert	only one name (12a	or 12b)					
	12a. ORGANIZATION'S NAME									
OR	12b. INDIVIDUAL'S LAST NAME			FIRST NAME						
						MIDDLE NAME		SUFFIX		
			<u></u>							
12¢. N	MAILING ADDRESS			CITY	CITY		POSTAL CODE	COUNTRY		
13 T1	his FINANCING STATEMENT covers	timber to be out or as outre	antad 16	A ddisional calless			<u></u>			
collate	eral, or is filled as a fixture filing.	a timber to be cut of as-extra	acted 16	. Additional collater	al description:					
14. D	escription real estate:									
Hi	llside Medical Office									
	4 1st Street North									
Al	abaster, Shelby County, Alabama	1								
M	ore particularly described on Exh	ibit B attached hereto.								
	ame and address of a RECORD OWNER of the body of the contract	of above-described real estate								
`										
							· · · · · · · · · · · · · · · · · · ·			
				- 	cable and check only one box.					
					or Trustee acting with respect cable and check only one box.	to property he	eld in trust or L D	ecendent's Estate		
				- + -	SMITTING UTILITY					
				Filed in connection with a Manufactured-Home Transaction - effective 30 years						

Filed in connection with a Public-Finance Transaction - effective 30 years

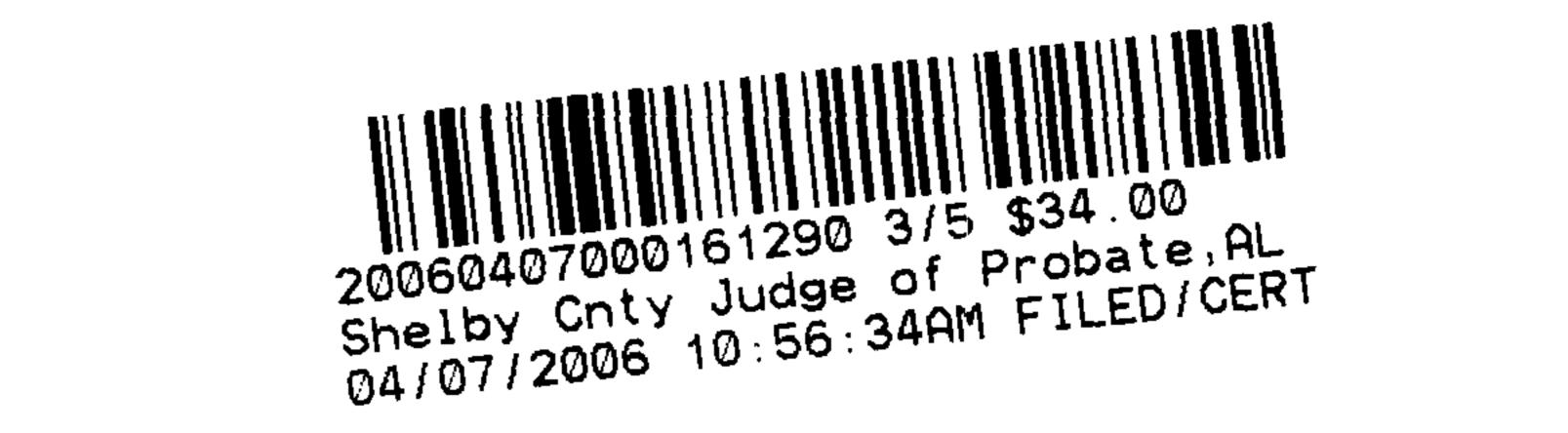


EXHIBIT "A" TO UCC-1 FINANCING STATEMENT

Debtor:

Secured Party:

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

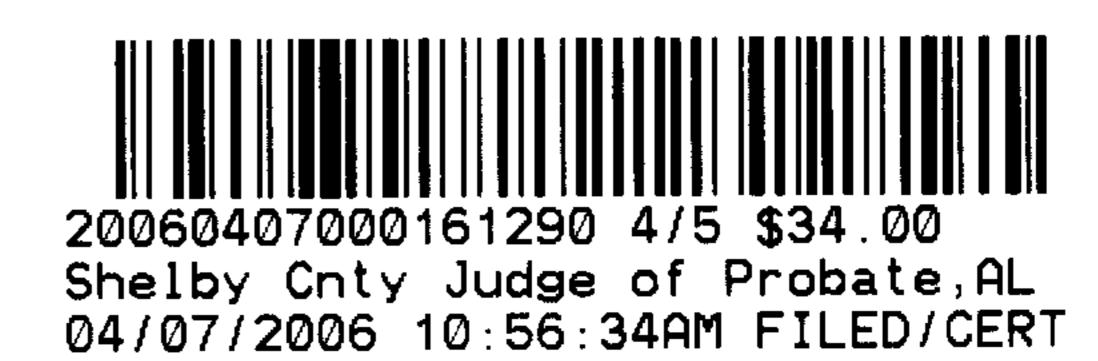
LaSalle Bank National Association 135 S. LaSalle Street, Suite 3410 Chicago, Illinois 60603 Attn: Real Estate Capital Markets

Identification No.: AL-20060314000120480 Taxpayer Identification No.:

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:

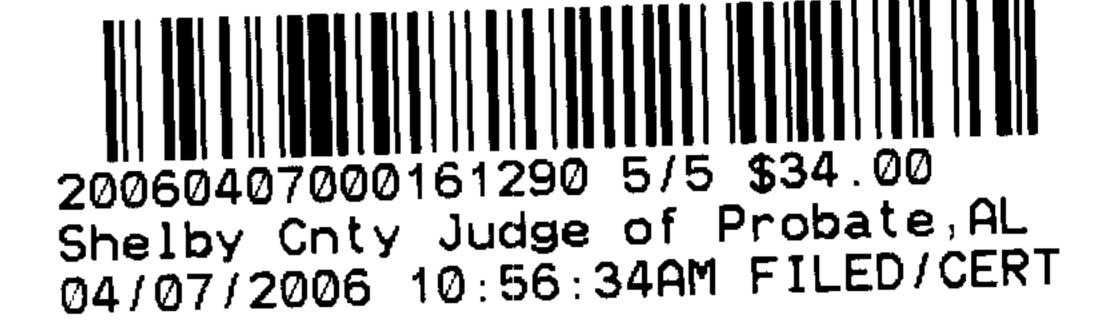
- (a) all property of, or for the account of, the Debtor now or hereafter coming into the possession, control or custody of, or in transit to, the Secured Party or any agent or bailee for the Secured Party or any parent, affiliate or subsidiary of the Secured Party or any participant with the Secured 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.

Exhibit "B"



PARCEL !:

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.