

20060714000340970 1/8 \$40.00  
Shelby Cnty Judge of Probate, AL  
07/14/2006 02:03:50PM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Laurie H. Zimmer (205) 458-5132
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Laurie H. Zimmer Burr & Forman LLP 3100 Wachovia Tower 420 North Twentieth Street 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				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	Irwin	D.	Bruce	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2147 Riverchase Office Road	Birmingham	AL	35244	USA
ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
			<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				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
301 North 20th Street	Birmingham	AL	35203	USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto for description of Collateral.

This UCC Financing Statement is filed in connection with a Mortgage and Security Agreement recorded June 30, 2006 as Instrument No. 20060630000318530, on which the appropriate mortgage tax has been paid.

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	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						

Filed with: Judge of Probate of Shelby County, Alabama



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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR	9a. ORGANIZATION'S NAME		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
	Irwin	D.	Bruce

### 10. MISCELLANEOUS:

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

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	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)

OR	12a. ORGANIZATION'S NAME			
	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 hereto and made a part hereof.

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):

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



**SCHEDULE "A" TO UCC FINANCING STATEMENT**  
**(DESCRIPTION OF COLLATERAL)**

(1) "Collateral" means the following assets of Borrower, wherever located, and whether now owned or hereafter acquired (A) the Mortgaged Property; (B) the Assigned Leases, the Construction Documents and the other Assigned Documents, (C) all amounts that may be owing from time to time by Bank to Borrower in any capacity, including, without limitation, any balance or share belonging to Borrower, of any Deposit Accounts or other account with Bank; (D) all Records pertaining to any of the Collateral; (E) any and all other assets of Borrower of any kind, nature, or description and which are intended to serve as collateral for the Loan under any one or more of the Security Documents; and (F) all interest, dividends, Proceeds, products, rents, royalties, issues and profits of any of the property described above, including, without limitation, all monies due and to become due with respect to such property, together with all rights to receive the same, and all notes, certificates of deposit, checks and other instruments and property from time to time delivered to or otherwise possessed by Bank for or on behalf of Borrower in substitution for or in addition to any of said property.

As used in this Schedule "A", "Borrower" shall mean the Debtor, and "Bank" shall mean the Secured Party; and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement (as amended from time to time, the "Credit Agreement") between Debtor and Secured Party, and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply:

"AFC" means American Family Care, Inc., an Alabama corporation.

"AFC Lease" means a lease of the Project in form and substance satisfactory to Bank, to be entered into between Borrower, as landlord, and AFC, as tenant, as amended from time to time.

"Assigned Documents" means (i) the Assigned Leases; (ii) the Construction Documents; (iii) any and all other agreements entered into by or for the benefit of Borrower with any developer, property manager, broker, or other Person with respect to the development, management, leasing, purchase, operation or use of the Project; (iv) any and all Governmental Approvals with respect to the Project; (v) any and all operating, service, supply, and maintenance contracts with respect to the Project; and (vi) any and all rights of Borrower under any of the foregoing, including, without limitation, any rights to receive any payments or other monies under any of the foregoing.

"Assigned Leases" means all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property (including, but not limited to, the AFC Lease), and each modification, extension, renewal and guarantee thereof, including the Rents.

"Construction Documents" means (i) any and all agreements entered into by Borrower with any contractor, architect, engineer or other Person with respect to the development or construction of the Project, and (ii) the Plans and Specifications.



"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Project" means an approximately 10,000 to 12,500 square foot building, including an approximate 7,500 square foot medical clinic to be the subject of the AFC Lease, and related site improvements, to be constructed on the Land in accordance with the Plans and Specifications.

"Records" means correspondence, memoranda, tapes, discs, microfilm, microfiche, papers, books and other documents, or transcribed information of any type, whether expressed in ordinary or machine language, and all filing cabinets and other containers in which any of the foregoing is stored or maintained.

"Rents" means all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Leases as of the date of entry of such order for relief.



**SCHEDULE "A-1" TO UCC FINANCING STATEMENT**  
**(DESCRIPTION OF MORTGAGED PROPERTY)**

"Mortgaged Property" means all of Borrower's Interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto:

(ii) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(iii) 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, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by the Mortgage ;

(iv) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower; and

(v) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same.



## EXHIBIT A

### LEGAL DESCRIPTION OF LAND

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A parcel of land situated in the SW  $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and run in an easterly direction along the South line of said section a distance of 1336.01 feet to a 1 1/2 inch open pipe at the SW corner of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 32; thence deflect an angle to the left of 132 degrees 49 minutes 41 seconds and run in a northwesterly direction a distance of 102.14 feet; thence deflect an angle to the left of 5 degrees 01 minute 08 seconds and run in a northwesterly direction a distance of 112.31 feet; thence deflect an angle to the right of 3 degrees 57 minutes 03 seconds and run right in a northwesterly direction a distance of 102.30 feet to the point of beginning of the herein described parcel; thence continue along the last described course in a northwesterly direction a distance of 192.00 feet; thence turn an interior angle of 105 degrees 41 minutes 08 seconds and run to the right in a northeasterly direction 628.60 feet to a point on the southwesterly right of way of U.S. Highway 280, also being a point on a curve; thence turn an interior angle of 91 degrees 51 minutes 43 seconds to tangent and run to the right in a southeasterly direction along said right of way and along the arc of a curve to the right having a radius of 2714.79 feet and a central angle of 5 degrees 42 minutes 14 seconds a distance of 270.26 feet; thence turn an interior angle of 89 degrees 27 minutes 27 seconds from the tangent of last described curve and run to the right in a southwesterly direction a distance of 174.46 feet; thence turn an interior angle of 94 degrees 23 minutes 04 seconds and run to the right in a northwesterly direction a distance of 57.56 feet; thence turn an interior angle of 265 degrees 36 minutes 56 seconds and run to the left in a southwesterly direction a distance of 226.42 feet; thence turn an interior angle of 184 degrees 59 minutes 51 seconds and run to the left in a southwesterly direction a distance of 276.15 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with beneficial rights to non-exclusive access easement(s) as set out herein:

#### PARCEL B:

A 50.0 foot wide easement for ingress and egress situated in the SW  $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, said easement lying 25 feet on either side of and parallel to the following described centerline: Commence at the Southwest corner of said Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an easterly direction along the South line of said section on an assumed bearing of North 89 degrees 42 minutes 31 seconds East a distance of 1336.01 feet to a point at the Southwest corner of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 32; thence run North 43 degrees 07 minutes 10 seconds West for a distance of 102.14 feet to a point; thence run North 48 degrees 08 minutes 18 seconds West for a distance of 112.31 feet to a point; thence run North 44 degrees 11 minutes 15 seconds West for a distance of 294.30 feet to a point; thence run North 30 degrees 07 minutes 38 seconds East for a distance of 424.98 feet to the point of beginning of the centerline easement herein described; thence run North 59 degrees 52 minutes 22 seconds West for a distance of 87.25 feet to a point of curvature; thence run along the arc of said curve to the left having a central angle of 51 degrees 26 minutes 31 seconds and a radius of 200.00 feet in a northwesterly to southwesterly direction for a distance of 179.57 feet; thence run South 68 degrees 41 minutes 07



seconds West for a distance of 2.26 feet to a point of curvature; thence run along the arc of a curve to the right having a central angle of 46 degrees 44 minutes 53 seconds and a radius of 230.00 feet in a southwesterly to northwesterly direction for a distance of 187.66 feet to a point; thence run North 64 degrees 34 minutes 01 seconds West for a distance of 196.36 feet, more or less, to a point on the easterly right of way of Alabama Highway No. 119 and the end of the herein described centerline easement.

PARCEL E:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an easterly direction along the South line of said section on an assumed bearing of North 89 degrees 42 minutes 31 seconds East a distance of 1336.01 feet to a point at the SW corner of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 32; thence run North 43 degrees 07 minutes 10 seconds West for a distance of 102.14 feet to a point; thence run North 48 degrees 08 minutes 18 seconds West for a distance of 112.31 feet to a point; thence run North 44 degrees 11 minutes 15 seconds West for a distance of 294.30 feet to a point; thence run North 30 degrees 07 minutes 38 seconds East for a distance of 449.98 feet to a point; thence run South 59 degrees 52 minutes 22 seconds East for a distance of 199.20 feet to the point of beginning of the herein described easement; thence continue South 59 degrees 52 minutes 22 seconds East for a distance of 57.56 feet to a point; thence deflect 85 degrees 36 minutes 56 seconds and run to the left in a northeasterly direction for a distance of 174.46 feet to a point on the southwesterly right of way of U.S. Highway No. 280, said point lying on a curve to the right having a central angle of 2 degrees 06 minutes 39 seconds and a radius of 2714.79 feet; thence deflect 90 degrees 32 minutes 33 seconds to the right to the tangent of said curve and run along the arc of said curve and along said southwesterly right of way line for a distance of 100.01 feet; thence deflect 88 degrees 25 minutes 55 seconds from the tangent of the last described curve and run to the right in a southwesterly direction for a distance of 216.05 feet to a point; thence deflect 85 degrees 36 minutes 56 seconds and run to the right in a northwesterly direction for a distance of 157.86 feet to a point; thence deflect 85 degrees 36 minutes 56 seconds and run to the right in a northeasterly direction for a distance of 50.15 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to reservation and non-beneficial rights to non-exclusive access easement(s) as set out herein:

PARCEL C:

A 50.0 foot wide easement for ingress and egress situated in the SW  $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, said easement lying 25 feet on either side of and parallel to the following described centerline: Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an easterly direction along the South line of said section on an assumed bearing of North 89 degrees 42 minutes 31 seconds East a distance of 1336.01 feet to a point at the SW corner of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 32; thence run North 43 degrees 07 minutes 10 seconds West for a distance of 102.14 feet to a point; thence run North 48 degrees 08 minutes 18 seconds West for a distance of 112.31 feet to a point; thence run North 44 degrees 11 minutes 15 seconds West for a distance of 294.30 feet to a point; thence run North 30 degrees 07 minutes 38 seconds East for a distance of 424.98 feet to the point of beginning of the centerline easement herein described; thence run



South 59 degrees 52 minutes 22 seconds East for a distance of 197.29 feet to the end of the herein described centerline easement.

PARCEL D:

A 20 foot wide easement for ingress and egress situated in the SW  $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, said easement being more particularly described as follows:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an easterly direction along the South line of said section on an assumed bearing of North 89 degrees 42 minutes 31 seconds East a distance of 1336.01 feet to a point at the SW corner of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 32; thence run North 43 degrees 07 minutes 09 seconds West for a distance of 102.14 feet to a point; thence run North 48 degrees 08 minutes 18 seconds West for a distance of 112.31 feet to a point; thence run North 44 degrees 11 minutes 15 seconds West for a distance of 294.30 feet to a point; thence run North 30 degrees 07 minutes 38 seconds East for a distance of 449.98 feet to a point; thence deflect 90 degrees 00 minutes 00 seconds and run to the right in a southeasterly direction for a distance of 236.70 feet to the point of beginning of the easement herein described; thence deflect 85 degrees 36 minutes 56 seconds and run to the left in a northeasterly direction for a distance of 175.74 feet to a point on the southerly right of way of U.S. Highway No. 280, said point lying on a curve to the right having a central angle of 0 degrees 25 minutes 20 seconds and a radius of 2714.79 feet; thence deflect 90 degrees 57 minutes 53 seconds to the tangent of said curve and run to the right along the arc of said curve and along said right of way in a southeasterly direction a distance of 20.00 feet to a point; thence deflect 90 degrees 32 minutes 33 seconds from the tangent of the last described curve and run to the right in a southwesterly direction a distance of 174.46 feet to a point; thence deflect 85 degrees 36 minutes 56 seconds and run to the right in a northwesterly direction for a distance of 20.06 feet to the point of beginning; being situated in Shelby County, Alabama.