

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT  
FORM UCC-1 ALA.

**Important: Read Instructions on Back Before Filling out Form.**

JULIUS BLUMBERG, INC. N.Y.C. 10013

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets Presented:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to:  Brown & Wood LLP 1 World Trade Center New York, NY 10048 Attention: David J. Weinberger, Esq.  Pre-paid Acct. # _____			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office  <b>Inst # 1997-02111</b> <b>01/22/1997-02111</b> <b>08:30 AM CERTIFIED</b> <b>SHELBY COUNTY JUDGE OF PROBATE</b> <b>008 MCD 22.00</b>
2. Name and Address of Debtor (Last Name First if a Person)  MOA-TL Corp. 701 Lee Street Suite 1000 Des Plaines, IL 60016  Social Security/Tax ID # _____			
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)  Social Security/Tax ID # _____			
<input type="checkbox"/> Additional debtors on attached UCC-E			
3. SECURED PARTY (Last Name First if a Person)  CS First Boston Mortgage Capital Corp. 55 East 52nd Street New York, NY 10055 Social Security/Tax ID # _____			
<input type="checkbox"/> Additional secured parties on attached UCC-E			4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
5. The Financing Statement Covers the Following Types (or items) of Property:  Collateral described on Exhibit B attached hereto and made a part hereof which relates to the real property described on Exhibit A attached hereto and made a part hereof.  Some of the collateral described on Exhibit B is now or may in the future become, affixed to the real property described on Exhibit A. The Debtor is a record owner of said real property.  * This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing executed by the Debtor in favor of the Secured Party recorded concurrently herewith.  Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered.			
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed.			
7. Complete only when filing with the Judge of Probate. The initial indebtedness secured by this financing statement is \$ * Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ N/A			
8. <input checked="" type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)			
Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)			

MOA-TL Corp.

Signature(s) of Debtor(s)

By: *[Signature]* Its Treasurer

Signature(s) of Debtor(s)

By: MOA-TL Corp.

Type Name of Individual or Business

CS First Boston Mortgage Capital Corp.

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

By: *[Signature]* Its

Type Name of Individual or Business

**EXHIBIT A**

Birmingham/Pelham  
Travelodge, Alabama

**PARCEL I**

Part of the Southeast 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly for 152.01 feet; thence 90 degrees 00 minutes left and run Northwesterly for 349.02 feet; thence 90 degrees 00 minutes left and run Southwesterly for 160.00 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way for 253.07 feet; thence 14 degrees 02 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 degrees 00 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said Right of Way; thence 90 degrees 00 minutes left and run Northeasterly for 132.98 feet to the point of beginning; thence continue along same course for 243.00 feet; thence 90 degrees 00 minutes right and run Southeasterly for 222.83 feet to the approximate Floodway Location of Bishop Creek; thence 123 degrees 03 minutes 13 seconds right and run Northwesterly along said Floodway line for 40.58 feet to an angle point; thence 7 degrees 52 minutes 59 seconds left and run Northwesterly along said Floodway line for 230.91 feet; thence 64 degrees 49 minutes 46 seconds right and run Northwesterly for 102.50 feet to the point of beginning; being situated in Shelby County, Alabama.

**Parcel II**

Part of Southeast 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly for 152.01 feet; thence 90 degrees 00 minutes left and run Northwesterly for 349.02 feet; thence 90 degrees 00 minutes left and run Southwesterly for 160.00 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way line for 253.07 feet; thence 14 degrees 02 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 degrees 00 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees 00 minutes left and run Northeasterly for 575.90 feet to a point on the Westerly right of way line of I-65 Service Drive; thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet; thence 22 degrees 07 minutes 10 seconds right and run Southeasterly along said right of way line for 187.31 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 144.84 feet to the point of beginning; thence continue Northwesterly along the same line for 34.0 feet; thence 56 degrees 56 minutes 47 seconds right and run Northwesterly for 95.24 feet; thence 100 degrees 30 minutes 00 seconds right and run Northeasterly for 78.50 feet; thence 105 degrees 34 minutes 45 seconds right and run Southerly for 110.75 feet to the point of beginning; being situated in Shelby County, Alabama.

continued;



**Parcel III**

A non-exclusive easement for the purpose of providing access, said easement being more particularly described as follows:

All that tract or parcel lying and being in Shelby County, in the City of Palham, Alabama, and being more particularly described as follows:

Beginning at the Northeasterly property corner at the right of way of Oak Mountain Park Circle of the Thriftlodge Motel site, thence run South 56 degrees 57 minutes 3 seconds West a distance of 22.0 feet to a point, the TRUE POINT BEGINNING; thence run south 33 degrees 2 minutes 57 seconds east, a distance of 75.60 feet to a point; thence run south 53 degrees 45 minutes 49 seconds east, a distance of 76.66 feet to a point; thence run south 78 degrees 31 minutes 1 second east, a distance of 60.70 feet to a point; thence run south 6 degrees 53 minutes 4 seconds east, a distance of 22.07 feet to a point; thence run north 78 degrees 31 minutes 1 second west, a distance of 68.67 feet to point; thence run North 53 degrees 45 minutes 49 seconds west, a distance of 90.41 feet to a point; thence run North 33 degrees 2 minutes 57 seconds west, a distance of 79.62 feet to a point; thence run north 56 degrees 57 minutes 3 seconds east, a distance of 22.0 feet to a point; the TERMINUS POINT of this description.

**Parcel IV**

A 6 foot wide sign easement; being a part of Southeast 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said 1/4 section; thence run east along the south line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run northwesterly for 399.97 feet to a point on the northerly right of way line of Oak Mountain Park Road; thence continue northwesterly along the same course for 846.69 feet; thence 91 degrees 18 minutes 39 seconds right and run northeasterly for 152.01 feet; thence 90 degrees 0 minutes left and run northwesterly for 349.02 feet; thence 90 degrees 0 minutes left and run southwesterly for 160.00 feet; thence 88 degrees 41 minutes 21 seconds right and run northwesterly for 25.0 feet to a point on the south right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run northeasterly along said right of way line for 253.07 feet; thence 14 degrees 2 minutes 10 seconds right and continue northeasterly for 9.51 feet to a point on the southerly right of way line of a County Road; thence 30 degrees 57 minutes 50 seconds right and run easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 degrees 0 minutes right and run southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees 0 minutes left and run northeasterly for 575.98 feet to a point on the westerly right of way line of 1-65 Service Drive; thence 86 degrees 19 minutes 31 seconds right and run southeasterly along said right of way line for 142.98 feet; thence 22 degrees 7 minutes 10 seconds right and run southeasterly along said right of way line for 187.31 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 16 minutes 32 seconds right and run northwesterly along said floodway for 144.84 feet; thence 83 degrees 1 minute 32 seconds right and run northwesterly for 104.53 feet to the point of beginning of said easement; thence continue northwesterly along the same course for 6.22 feet; thence run 74 degrees 25 minutes 15 seconds right and run northeasterly for 53.00 feet; thence 90 degrees 0 minutes right and run southeasterly for 6.0 feet; thence 90 degrees 0 minutes right and run southwesterly for 54.67 feet to the point of beginning.

**Parcel V**

A 22 foot wide ingress egress easement; said easement being 11 feet wide on each side of the following described center line:

Part of Southeast 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the southwest corner of said 1/4 section; thence run east along the south line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run northwesterly for 399.97 feet to a point on the northerly right-of-way line of Oak Mountain Park Road; thence continue northwesterly along the same course for 846.69 feet; thence 91 degrees, 18 minutes 39 seconds right and run northeasterly for 152.01 feet; thence 90 degrees 0 minutes left and run northwesterly for 349.02 feet;

continued:

thence 90 degrees, 0 minutes left and run southwesterly for 160.00 feet; thence 88 degrees 41 minutes 21 seconds right and run northwesterly for 25.0 feet to a point on the south right-of-way line of Alabama Highway 119; thence 91 degrees, 18 minutes 39 seconds right and run northeasterly along said right-of-way line for 253.07 feet; thence 14 degrees 2 minutes 10 seconds right and continue northeasterly for 9.51 feet to a point on the southerly right-of-way line of a country road; thence 30 degrees, 57 minutes 50 seconds right and run easterly along said right-of-way line for 62.56 feet to an angle point in said right-of-way; thence 45 degrees 0 minutes right and run southeasterly along said right-of-way line for 390.67 feet to an angle point in said right-of-way; thence 90 degrees, 0 minutes left and run northeasterly for 575.98 feet to a point on the westerly right-of-way line of I-65 service drive; thence 86 degrees 19 minutes 31 seconds right and run southeasterly along said right-of-way line for 142.98 feet; thence 22 degrees, 7 minutes 10 seconds right and run southeasterly along said right-of-way line for 187.31 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees, 36 minutes 32 seconds right and run northwesterly along said floodway for 144.84 feet; thence 83 degrees 1 minute 32 seconds right and run northwesterly for 69.75 feet to the point of beginning of said center line of said easement; thence 85 degrees, 24 minutes 5 seconds right and run along said center line northeasterly for 31.25 feet; thence 11 degrees, 34 minutes, 23 seconds right and run east for 103.01 feet to a point on the west right-of-way line of Oak Mountain Park Road; said point being the end of the center line of said ingress-egress easement.

#### PARCEL VI

A non-exclusive easement for the purpose of use as a Dumpster Pad, said easement being more particularly described as follows:

All that tract or parcel lying and being in Shelby County, in the City of Pelham, Alabama, and being more particularly described as follows:

Beginning at the northeast property corner at the right-of-way of Oak Mountain Park Circle of the Thriftlodge Motel site, thence run south 56 degrees, 57 minutes 03 seconds west, a distance of 22.0 feet to a point; thence run south 33 degrees, 2 minutes 57 seconds east, a distance of 75.60 feet to a point; thence run south 53 degrees 45 minutes 49 seconds east, a distance of 76.66 feet; thence run south 78 degrees, 31 minutes 1 second east, a distance of 60.70 feet to a point; thence run south 6 degrees, 53 minutes 4 seconds east, a distance of 22.00 feet to a point; thence run south 78 degrees, 31 minutes 1 second west, a distance of 6.80 feet to a point; the TRUE POINT OF BEGINNING, thence run south 60 degrees 15 minutes 38 seconds east, a distance of 15.36 feet to a point; thence run south 29 degrees, 44 minutes 22 seconds west, a distance of 19.5 feet to a point; thence run north 60 degrees, 15 minutes 38 seconds west, a distance of 15.36 feet to a point; thence run north 29 degrees, 44 minutes 22 seconds east, a distance of 19.50 feet to a point; the TERMINUS POINT of this description.



## EXHIBIT B TO UCC-1

All right, title and interest of Debtor in and to:

(a) (i) all buildings, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the premises (the "Premises") described in Exhibit A annexed hereto and made a part hereof (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(b) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including but not limited to all inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor (including, but not limited to, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers)), other customary hotel equipment and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon, or in, and used in connection with the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon, or in, and used in connection with the Premises or the

Improvements or appurtenant thereto, (hereinafter, all of the foregoing items described in this paragraph (b) are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (the "Fixtures"), and are part of the security for the payment of the Debt (as defined in the Mortgage) and the performance of Debtor's obligations.<sup>1</sup>

(c) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Collateral (as hereinafter defined) or part thereof into cash or liquidated claims;

(d) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (as defined in the Mortgage) and all reciprocal easement agreements, license agreements and other agreements with Pad Owners (as defined in the Mortgage (as hereinafter defined)) (hereinafter collectively referred to as the "Leases"), together with all receivables, revenues, receipts and payments received from the rental of guest rooms, meeting rooms, beverage or food sales and facilities, vending machines, telephone systems, guest laundry, and all other payments received from guests or visitors of the Premises, and other items of revenue, receipts or income as identified in the Uniform System of Accounts for Hotels, 8th Revised Edition, International Association of Hospitality Accountants and Hotel Association of New York and all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by Debtor in connection therewith to the extent of Debtor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority (as defined in the Mortgage) from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments, whether paid or accruing before or after the filing by or against



Debtor of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rent or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions (as defined in the Mortgage), and interest paid or payable with respect thereto;

(f) all monies deposited or to be deposited in any funds or accounts maintained or deposited with the Secured Party, or its assigns, in connection herewith, including, without limitation, the Rent Account, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Sub-Account, the Central Account, the Basic Carrying Costs Sub-Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Operation and Maintenance Expense Sub-Account and the Curtailment Reserve Sub-Account (all as defined in the Mortgage);

(g) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(h) all claims against any Person (as defined in the Mortgage) with respect to any damage to the Premises, the Improvements, the Fixtures or Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(i) all deposits or other security or advance payments, including rental payments made by or on behalf of Debtor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, Improvements, the Fixtures or Equipment;

(j) all intangible property relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, trade names, trademarks, logos, building names and goodwill;

(k) all advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(l) all drawings, designs, plans and specifications prepared by the architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Premises, as amended from time to time;

(m) the right, in the name of and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment and to commence any action or proceeding to protect the interest of the Secured Party in the Premises, the Improvements, the Fixtures or the Equipment; and

(n) all proceeds of each of the foregoing.

All of the foregoing items (a) through (n), together with all of the right, title and interest of Debtor therein, are collectively referred to as the "Collateral".

This UCC-1 Financing Statement is filed in connection with that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing or Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, as the case may be, dated as of November 5, 1996 (the "Mortgage") covering the fee estate of Debtor in the Premises and intended to be duly recorded in the county in which the Premises are located.

Inst # 1997-02111

01/22/1997-02111  
08:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 MCD 22.00