

UNIFORM COMMERCIAL CODE FINANCING STATEMENT
(Shelby County, Alabama)

This instrument is prepared as, and intended to be, a Financing Statement complying with the formal requirements therefor, as set forth in the Alabama Uniform Commercial Code.

1. The name and address of the debtor ("Debtor") is:

INTOWN SUITES SOUTHPARK, LLC
c/o Intown Suites, Inc.
2102 Piedmont Road
Atlanta, Georgia 30324

2. The name and address of the secured party is:

BANK UNITED and BANK UNITED, AS AGENT
3200 Southwest Freeway, Suite 1700
P. O. Box 1370
Houston, Texas 77251-1370
Attention: Rick D. McKinnerney

3. This Financing Statement covers the following types (or items) of property as follows:

- (a) All goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Debtor now or hereafter attached or affixed to or used in and about the building or buildings now erected or hereafter to be erected on the property more particularly described on Exhibit "A", attached hereto and hereby made a part hereof for all purposes (the "Mortgaged Property"), or otherwise located on said lands, all leases now existing or hereafter made and affecting the Mortgaged Property, including, without limitation, those made by Debtor or any managing agent or affiliate of Debtor, as the same may have been or may from time to time be modified, extended and renewed, all management agreements, utility agreements, maintenance agreements, service contracts and other agreements and contracts affecting the Mortgaged Property, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all building materials and equipment now or hereafter delivered to the Mortgaged Property and intended to be installed therein and all security deposits and advance rentals under lease agreements now or at any time hereafter covering or affecting any of the Mortgaged Property and held by or for the benefit of Debtor, all monetary deposits which Debtor has been

required to give to any public or private utility with respect to utility services furnished to the Mortgaged Property, all funds, accounts, instruments, documents, general intangibles (including trademarks, trade names, patents and symbols used in connection therewith) and notes or chattel paper arising from or by virtue of any transactions related to the Mortgaged Property, all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Mortgaged Property, all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Mortgaged Property and all products processed or obtained therefrom, the proceeds thereof, and all accounts and general intangibles under which such proceeds may arise.

- (b) All rents, issues and profits arising from or related to the Mortgaged Property and all improvements and any other property, whether real, personal or mixed, located on the Mortgaged Property;
- (c) All tenants' security deposits and other amounts due and becoming due under the leases now existing or hereafter made and affecting the Mortgaged Property, including, without limitation, those made by Debtor or any managing agent or affiliate of Debtor, as the same may have been or may from time to time be modified, extended and renewed (hereinafter collectively called the "Leases");
- (d) All guarantees of the Leases, including guarantees of tenant performance;
- (e) All insurance proceeds, including rental loss coverage and business interruption coverage with respect to the Mortgaged Property and the Leases;
- (f) All judgments or settlements of claims in favor of Debtor and arising from the Leases and any court proceeding, including, without limitation, any bankruptcy, reorganization, insolvency or debtor proceeding or case, or otherwise; and
- (g) All deposits relating to the operation of the Mortgaged Property, including, without limitation, deposits made pursuant to management agreements, utility agreements, maintenance agreements, service contracts and other agreements and contracts affecting the Mortgaged Property, including, without limitation, all deposits made with providers of utilities to the Mortgaged Property.

4. Proceeds of the above are also covered.

5. The instruments executed in connection with this Financing Statement prohibit any further encumbrances against the Mortgaged Property or any other property described herein.

DEBTOR:

INTOWN SUITES SOUTHPARK, LLC
a Georgia limited liability company

By: 

David M. Vickers
Managing Member

EXHIBIT "A"

(Southpark)

Lot 9-A according to a Resurvey of Lots 9 and 10, Southpark, as recorded in Map Book 22, Page 17, in the Office of the Judge of Probate of Shelby County, Alabama.

391530.1

Inst # 1999-03564
01/27/1999-03564
08:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CRH 18.00