

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENT
UCC-1**

TO BE FILED WITH THE COUNTY CLERK OF SHELBY COUNTY, ALABAMA:

FOR FILING BY OFFICER ONLY:

Return copy or recorded original to:

Thomas J. Irons, Esq.
18333 Preston Road, Suite 410, LB 27
Dallas, Texas 75252

**THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING
PURSUANT TO THE UNIFORM COMMERCIAL CODE:**

1. The Debtors' name and mailing address is:

a. Pelham Motel Investments, Inc.
113 Cahaba Valley Park East
Pelham, Alabama 35124

b. Ramada Limited of Pelham
113 Cahaba Valley Park East
Pelham, Alabama 35124

2. The Secured Party's name and mailing address is:

PMC Commercial Trust
18111 Preston Road, Suite 600
Dallas, Texas 75252

3. This Financing Statement covers the following types (or items) of property (collectively, the "Collateral"):

(a) all assets of Debtor, including, without limitation, those assets and properties of Debtor of the types described below, wherever located, however arising or created, and whether now owned or existing or hereafter arising, created or acquired:

A. all Accounts (as defined in the Texas Business and Commerce Code [the "Code"]);

B. all Chattel Paper (as defined in the Code);

C. all Equipment (as defined in the Code);

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- D. all Inventory (as defined in the Code) and all accessions, attachments and other additions to, substitutes for, replacements for, improvements to and returns of such Inventory;
- E. all Goods (as defined in the Code);
- F. all Instruments (as defined in the Code);
- G. all General Intangibles (as defined in the Code) (including, without limitation, all contract rights, choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, claims under guaranties, security interests or other security held or granted to secure payment of contracts by account debtors, all rights to indemnification and all other intangible property of every kind and nature);
- H. all Instruments, documents, Chattel Paper, goods, moneys, securities, drafts, and other property of Debtor now in the possession of and at any time and from time to time hereafter delivered to Secured Party or its agents, whether for safekeeping, pledge, custody, transmission, collection, or otherwise, and all of Debtor's deposits (general or special), balances, sums, proceeds, and credits with, and any of its claims against, Secured Party, at any time existing together with the increases and profits received therefrom and the proceeds thereof, including insurance payable because of loss or damage thereto and all deposit accounts, as such term is defined in the Code;
- I. all books, records, files, computer programs, data processing records, computer software, documents and other information, property, or general intangibles, at any time evidencing, describing, or pertaining to, and all containers and packages for, the property described or referred to in subsections (a) through (i) above (the "Books and Records");
- J. all Fixtures (as defined in the Code);
- K. without limiting the foregoing, all of the personalty listed on Exhibit B attached hereto;
- L. all products and proceeds (as defined in the Code) of any of the property described above in any form, and all proceeds of such

proceeds, including, without limitation, all cash and credit balances, all payments under any indemnity, warranty or guaranty with respect to any of such property, all awards for taking by eminent domain, all proceeds of fire or other insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment, or termination of any insurance policy, all proceeds obtained as a result of any legal action or proceeding with respect to any of such property, and claims by Debtor against third parties for loss or damage to, or destruction of, any of such property; and

M. all of the property, personal or otherwise, whether now existing or hereafter arising, existing or created, now or hereafter attached to or incorporated into or used in or about the land described on Exhibit "A" attached hereto together with the improvements constructed thereon (the "Real Property"), including all fixtures, furniture, furnishings, goods, equipment, and machinery owned by Debtor and other tangible personal property now or hereafter affixed, attached or related to such Real Property or used in connection therewith, and all replacements, substitutions and additions for or to any of the foregoing, and all accessories, attachments and other additions to, substitutes and replacements for, and improvements of, such personal property described above, together with all tools, parts and appurtenances now or at any time used in connection therewith.

4. Proceeds and products of the Collateral also are covered.
5. This Financing Statement shall be filed in the real property records of Shelby County, Alabama. The record title holder of the real property described on Exhibit A is the Debtor.
6. The number of additional sheets present is 4.

Dated: Nov 21, 2000.

DEBTOR:

PELHAM MOTEL INVESTMENTS, INC., an
Alabama corporation, dba RAMADA LIMITED OF
PELHAM

By: Vanita Patel

Vanita Patel, President

EXHIBIT "A"

Property Description

Part of Block 3, Cahaba Valley Park North, as recorded in Map Book 13, Page 140, in the Probate Office of Shelby County, Alabama; being more particularly described as follows:

Begin at the Southeast corner of said Block 3, said point being at the intersection of the Northerly right of way line of Cahaba Valley Parkway East and the Westerly right of way line of a service road which runs along interstate Highway I-65 right of way; thence run Northerly along said I-65 service road Westerly right of way line for 165.13 feet to a point at the end of said service road; thence continue Northerly along the last stated course for 123.07 feet; thence 119 degrees, 50 minutes, 08 seconds left and run Southwesterly for 288.94 feet; thence 90 degrees, 00 minutes, 00 seconds left and run Southeasterly for 250.00 feet to a point on the North right of way line of said Cahaba Valley Parkway East; thence 90 degrees, 00 minutes, 00 seconds left and run Northeasterly along said right of way line 145.56 feet to the point of beginning.

EXHIBIT "B"

Personal Property

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