

LOS
UCC
FREE
24226

NATIONAL FINANCING STATEMENT (FORM UCC1) (TRANS) (REV. 12/18/95)
IMPORTANT — READ INSTRUCTIONS ON BACK BEFORE FILLING OUT FORM — DO NOT DETACH STUB

Shelby Co
AL

THIS SPACE FOR USE OF FILING OFFICER

Inst # 2001-20883
05/23/2001-20883
07:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CJ1 22.00

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address) RETURN TO: LEXIS® DOCUMENT SERVICES P.O. Box 2608 Springfield, Illinois 62708	

D. OPTIONAL DESIGNATION (if applicable):	LESSOR/LESSEE	CONSIGNOR/CONSIGNEE	NON-UCC FILING
--	---------------	---------------------	----------------

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) AL-Shelby County

1a. ENTITY'S NAME AUM Properties, LLC	1b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 232 Cahaba Valley Rd.				CITY Pelham	STATE AL	COUNTRY USA	POSTAL CODE 35124
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		1g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME	2b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS				CITY	STATE	COUNTRY	POSTAL CODE
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		2g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME The Money Store Commercial Mortgage, Inc.	3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS P.O. Box 162247				CITY Sacramento	STATE CA	COUNTRY USA	POSTAL CODE 95816-2247

4. This FINANCING STATEMENT covers the following types or items of property:
All fixtures, now owned, or to be acquired, together with all increases to and replacements thereof. This security interest extends to any and all proceeds of the property described herein, including, but not limited to, chattel paper, documents, insurance proceeds, contract rights, and general intangibles now in force or hereafter acquired, relating to the above described collateral.

The above goods are to become fixtures on, the real property described on Exhibit A, attached hereto and this financing statement is to be filed for record in the real estate records. The name of the record owner is: AUM Properties, LLC.
TMSIC Loan # 510375983

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions [additional data may be required]	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) AUM Properties, LLC	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]
9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) [ADDITIONAL FEE]	

FIRST UNION

SMALL BUSINESS CAPITAL

February 16, 2001

Rakeesh D. Patel and Hina A. Patel
AUM Properties, LLC DBA Hampton Inn & Suites
2098 Royal Fern Lane
Birmingham, AL 35244

Re: Application for 504 Loan Program Financing

Dear **Rakeesh D. Patel and Hina A. Patel**:

We are pleased to inform you that we have conditionally approved financing to AUM Properties, LLC DBA Hampton Inn & Suites in the total amount of \$3,782,000.00 based upon the following terms and conditions. Lender would not make this loan under the proposed terms and conditions without the participation of the SBA 504 Loan Program.

The above loan will consist of two (2) components. A construction loan, "Loan #1", that will convert to permanent financing at the completion of construction, and construction bridge loan, "Loan #2", repayable by Southern Development Council, Inc. ("CDC") to Lender upon the funding of the 504 Debenture guaranteed by the U.S. Small Business Administration ("SBA").

Lender: **The Money Store Commercial Mortgage Inc.**

Amount of Loan:

Loan #1	\$2,520,000.00
Loan #2	\$1,262,000.00

Use of Project Funds:

Purpose	Lender	CDC	Borrower	Total
Land Acquisition	\$0	\$0	\$637,615	\$637,615
New Construction	\$1,685,000	\$1,110,000	\$0	\$2,795,000
Contingency	\$209,539	\$86,000	\$0	\$294,539
Interim Interest	\$119,000	\$66,000	\$0	\$185,000
Construction Control Fees	\$29,454	\$0	\$0	\$29,454
Machinery and Equipment	\$120,390	\$0	\$0	\$120,390
Furniture & Fixtures	\$327,617	\$0	\$12,383	\$340,000
Architect/Engineering/Development Costs	\$30,000	\$0	\$33,593	\$63,593
Soft Costs	\$0	\$0	\$17,909	\$17,909
504 PROJECT	\$2,520,000	\$1,262,000	\$701,500	\$4,483,500
	56	28	16	100
CDC Admin Cost	\$0	\$38,000	\$0	\$38,000
Loan Origination Fee	\$0	\$0	\$37,800	\$37,800
Franchise Fees	\$0	\$0	\$45,700	\$45,700
Working Capital	\$0	\$0	\$85,000	\$85,000
TOTAL PROJECT	\$2,520,000	\$1,300,000	\$870,000	\$4,690,000
	54	28	18	100

Borrower Cash Contribution:

Borrower is required to contribute \$854,091.00 toward total project costs, which may consist of funds already invested into the project or additional cash, satisfactory to Lender. Any portion of these funds not already invested into the project at time of initial disbursement must be placed in a Lender-approved escrow account established for this transaction. The funds will be controlled by Lender and disbursed only for Lender-approved project costs as shown above. All Borrower funds will be evidenced by Lender.

Commitment Letter
AUM Properties, LLC DBA Hampton Inn & Suites
February 16, 2001
Page: 2

Collateral:**Loan #1:**

First Lien by Deed of Trust/Mortgage on real estate located at (TBD) Cahaba Valley Road, Pelham, AL 35124. Subject to a lender obtained valuation indicating a minimum as is market value of \$4,096,000.00. If value is not supported by an lender obtained valuation, additional down payment and/or collateral may be required. RLP (BORROWER'S INITIALS)

First Security Interest on: Machinery and Equipment, Furniture and Fixtures

Unsecured Guaranty of Hina A. Patel. Raksh

Unsecured Guaranty of Raksh D. Patel.

Corporate Guaranty of AUM Enterprises, Inc..

Loan #2:

Deed of Trust/Mortgage of Second Priority on Borrower's Property at (TBD) Cahaba Valley Road, Pelham, AL 35124.

Terms and Repayment:

Loan #1: Interest-only payments during projected construction period of 10 months, followed by fully amortizing monthly principal and interest installments for 25 years. Initial interest rate of Prime Rate, as of the date loan funds are released to Borrower, or on Borrower's behalf, minus 0.250% per annum, adjusted quarterly. At loan closing, the interest rate in effect will be adjusted to reflect the then current prime rate, and will thereafter resume its quarterly adjustment schedule. If projected construction period is exceeded, loan will not convert to amortized basis and Construction Extension Fee will apply. The "Prime Rate" is the prime rate in effect on the first business day of the month in which a change occurs, as published in *The Wall Street Journal* on the next business day. The Prime Rate currently is 8.500% per annum and may change from time to time prior to the date the rate is established for this loan.

This loan may be assumed at Lender's discretion and with the prior written approval of the SBA. If assumed, a flat fee of 1% of the remaining principal balance, plus Lender's out-of-pocket costs, will be collected.

Loan #2: Thirteen interest installments. Initial interest rate of Prime Rate, as of the date first disbursement loan funds are released to Borrower, or on Borrower's behalf, minus 0.250% per annum, adjusted quarterly. The "Prime Rate" is the prime rate in effect on the first business day of the month in which a change occurs, as published in *The Wall Street Journal* on the next business day. The Prime Rate currently is 8.500% per annum and may change from time to time prior to the date the rate is established for this loan.

If construction commences prior to recordation of Lender's loan documents without the prior, written authorization of Lender's Construction Loan Administration Department, Lender reserves the rights to declare all sums advanced immediately due and payable, to terminate all further advances, and to take all further steps to cancel the loan or pursue remedies upon default.

Fees:

Packaging Fee. \$2,000.00 non-refundable Packaging Fee, due upon return of executed commitment letter.

Consolidated Loan Fee. \$67,254.00 non-refundable Consolidated Loan Fee encompassing:

- (1) \$37,800.00 non-refundable **Origination Fee** based upon 1.500% of total loan amount of Loan #1; and

Commitment Letter
AUM Properties, LLC DBA Hampton Inn & Suites
February 16, 2001
Page: 3

- (2) \$29,454.00 non-refundable **Construction Loan Fee** based upon 1.000% of the cost of construction being financed, with \$7,363.00 due at upon return of executed commitment letter and \$22,091.00 due upon at closing. The latter amount will be used in part to pay for a construction cost analysis. Any portion of this fee allocated to installation of machinery and equipment is an estimate and may need to be revised by Lender prior to loan closing upon receipt of a finalized list of machinery and equipment.

Construction Extension Fee. If projected construction period is exceeded and Lender approves extension of construction period, a non-refundable Construction Extension Fee based on the original construction fee amount, prorated over 12 months (minimum extension 3 months), will be due upon approval of extension.

Comprehensive Environmental Survey ("CES") Fee. \$250.00 non-refundable fee for Comprehensive Environmental Survey(s).

Debenture Extension Fee. If the 504 Debenture loan has not funded within the term of Loan #2 (the bridge loan) and Lender approves extension of the bridge loan term, a non-refundable Debenture Extension Fee equal to .50% of the bridge loan amount for each 90-day extension period will be due upon approval of extension.

Documentation Fee. \$500.00 non-refundable fee for Lender's preparation and assemblage of loan closing documents. Any Borrower-initiated redocumentation of the loan transaction will result in an additional \$500.00 charge to reimburse Lender for internal costs and expenses associated with the redocumentation process.

All fees are rounded up to the next whole dollar and are not subject to change in the event of subsequent decreases in the loan amount. All non-refundable fees described above shall be deemed fully earned upon the signing of this letter, whether or not the transaction contemplated herein or any part thereof fails to close, unless such failure to close is due solely to Lender's gross negligence or willful misconduct.

Valuation Deposit:

A \$3,800.00 valuation deposit for pre-closing expenses will be required. This deposit has already been submitted by Borrower.

Deposits are used to pay for services, costs and expenses associated with processing your appraisal and evaluation reports. The deposits do not cover title or closing costs which are your direct responsibility. Any unused deposits will be refunded within 3 business days after closing unless otherwise required by law.

Third-Party Provider Expenses:

Borrower will be obligated to incur and pay directly all third party expenses associated with the processing and closing of this transaction, including without limitation, Lender closing counsel (where applicable; a good faith estimate for this transaction is \$1,250.00, which fee is based on an hourly rate), appraisal expenses which exceed the Valuation Deposit described above, fees for various reports and verifications (credit, TSR, IRS, flood certification), expenses for title and lien searches, corporate and other legal entity search fees, environmental assessments, title commitment and insurance, filing and recording fees and taxes, closing costs, and any other related expenses incurred by Lender in connection with this transaction. All such expenses shall be payable by Borrower on demand, whether or not the transaction contemplated herein closes, unless the failure to close is due solely to Lender's gross negligence or willful misconduct. The obligations described in this paragraph are independent of all other obligations of Borrower hereunder and shall survive the expiration or termination of this commitment and shall be payable whether or not the financing transaction contemplated by this letter shall close. Borrower grants Lender a security interest in the Collateral securing Borrower's obligations hereunder, including but not limited to the payment of the fees and expenses set forth herein.

Commitment Letter
AUM Properties, LLC DBA Hampton Inn & Suites
February 16, 2001
Page: 4

Prepayment:

If this credit accommodation is paid off prior to the funding of the 504 Debenture, Borrower will be charged the amount of one year's interest on the total amount of funds disbursed as of the date of prepayment, for both the TMSCMI Construction/Permanent Loan and the Bridge Loan. Interest will be calculated at the interest rate in effect on the date Borrower prepays the loan and in no event will the interest rate exceed the maximum rate allowable by state law.

After the funding of the 504 Debenture and payment in full of the Bridge Loan (Loan #2), the following restrictions on prepayment apply: The principal balance of the Note may be prepaid upon not less than 30 days' or more than 90 days' prior written notice to Lender specifying the date on which prepayment is to be made, which date must be a regularly scheduled payment date. Upon prepayment of the Note within five years from the date of the Note, whether made before or after default and/or acceleration, Borrower shall pay Lender the Prepayment Consideration described below. Prepayment is defined as any payment which by itself, or when combined with payments received within the preceding twelve months, reduces the principal balance owing on said Note by more than 5% of the then outstanding principal balance.

The "Prepayment Consideration" due to Lender in connection with the prepayment of the Note shall be an amount equal to 5% of the principal balance during the first year from the date of the Note, declining 1% per annum thereafter to a minimum premium of 1% in the fifth year from the date of the Note. There is no prepayment premium after the fifth year.

Late Charge:

Five percent of payment amount or \$100.00, whichever is greater, if received more than ten (10) days after due date, unless otherwise provided by applicable law.

Franchise:

You must have an executed franchise agreement for the following franchise: Hampton Inns. If this franchise becomes unavailable to you for any reason, this commitment will immediately terminate. You agree to notify Lender immediately if such occurs. You also acknowledge that information provided to Lender may be shared with the Franchisor in order to facilitate their project analysis. This information may include, but is not limited to, financial information, appraisals, and credit reports.

Occupancy

Borrower must certify that, at all times during the term of the loan, it will occupy at least 60% of the total square footage of rentable property, and lease no more than 20% of the total square footage of rentable property to any third party long term. The remaining 20% of the property may be leased to third parties but Borrower must certify that it reasonably expects to commence occupancy of this remaining space within three years and use all of this remaining space within ten years.

Loan Documentation:

The Loan Documents will have additional terms and conditions customarily required by Lender which are not set forth in this commitment letter. The Loan Documents, upon closing of the loan, will be the sole evidence of Lender's agreement with Borrower upon all terms, and upon such closing, this letter will terminate in all respects.

Power of Attorney:

The undersigned Borrower authorizes Lender and/or its agent, LEXIS DOCUMENT SERVICES, INC., a Delaware Corporation, to act as Borrower's attorney-in-fact for the limited purpose of executing Uniform Commercial Code financing statements and amendments thereto as Lender may require to perfect and maintain its security interest in the personal property collateral to be provided to support the loan contemplated by this letter.

Commitment Letter
AUM Properties, LLC DBA Hampton Inn & Suites
February 16, 2001
Page: 5

Borrower Representations:

By signing this letter Borrower agrees and represents that no promise, agreement or representation not specifically stated or set forth in this letter has been made to Borrower to induce Borrower to sign this letter.

BORROWER ACKNOWLEDGES THAT BORROWER HAS BEEN ADVISED TO EMPLOY THE SERVICES OF AN ATTORNEY OF ITS CHOICE TO REPRESENT BORROWER'S INTERESTS AS THEY MAY DIFFER OR CONFLICT WITH LENDER'S INTERESTS. ANY ATTORNEY REPRESENTING LENDER IN THIS MATTER REPRESENTS ONLY LENDER'S INTERESTS.

By signing this letter Borrower agrees not to enter into any other commercial loan agreements prior to closing without Lender's prior written consent. Borrower agrees the contents of this letter are confidential and cannot be shared with anyone beyond the CDC and Borrower's CPA, attorney, employees, and agents directly involved in assisting Borrower with this loan application and compliance with its terms. Borrower further agrees to assemble and provide the information necessary to process Borrower's application in a timely manner as set forth in the Borrower Checklist, attached as Exhibit A and incorporated herein.

Borrower understands that there is no relationship between the CDC and Lender, nor any affiliate of Lender, nor are the CDC and Lender engaged in any partnership or joint venture, nor shall this conditional commitment imply any such relationship.

Conditional Commitment:

This commitment is dependent upon satisfaction of all the conditions recited or referred to in this letter and upon receipt of a copy of the Loan Authorization and Debenture Guaranty issued by the SBA in the net amount of \$1,262,000.00, which is subject to Lender's review and approval. Lender reserves the right to amend this commitment letter after review and approval of the Loan Authorization and Debenture Guaranty, if necessary, to conform to the terms and conditions of the Loan Authorization and Debenture Guaranty.

In the event unanticipated circumstances prevent the closing of your loan prior to the expiration date of the 504 Loan Authorization and Debenture Guaranty, and any extensions thereof, this conditional commitment will lapse pending receipt of updated financial information satisfactory to Lender and Southern Development Council, Inc., and revised Loan Agreement and Debenture Guaranty from the SBA.

In the event that any law or regulation affecting the financing transaction contemplated hereby shall impose upon Lender any potential obligation, fee, liability, loss, claim, cost, expense, or damage which is not contemplated by this letter, the commitment evidenced by this letter may be terminated by Lender in the exercise of its sole discretion.

If there are no material adverse changes in the business, principals, collateral or other proposed terms from the facts previously represented to us, this letter will serve as Lender's conditional commitment to lend funds. Loan closing must occur no later than August 15, 2001 or this approval and commitment will expire.

Acceptance of Commitment:

This commitment may be accepted only by signing below where indicated and returning it to Lender along with your payment of all fees and costs currently required totaling \$9,613.00, all to be received by February 26, 2001 or this offer shall expire and be of no further force or effect.

If you have any questions, please feel free to call the undersigned or your Sales Representative. We appreciate the opportunity to assist you with your loan request and wish you continued success in your business.

Commitment Letter
AUM Properties, LLC DBA Hampton Inn & Suites
February 16, 2001
Page: 6

Sincerely,

THE MONEY STORE COMMERCIAL MORTGAGE INC.

By:

Roland Nadeau
Roland Nadeau, Authorized Signer

By:

Charles E. Belcher
Charles E. Belcher, Authorized Signer

I agree to the terms and conditions contained in this commitment letter.

AUM Properties, LLC

By:

Hina A. Patel
Hina A. Patel, Member

Date: 2/20/01

By:

Rakesh D. Patel
Rakesh D. Patel, Member

Date: 2/20/01

*First Union Small Business Capital is comprised of The Money Store Investment Corporation (TMSIC), The Money Store Commercial Mortgage Inc. (TMSICMI) and The Money Store of New York, Inc., all subsidiaries of The Money Store, Inc. and First Union National Bank. Loan terms and conditions may vary based upon lending program, subsidiary and applicant qualification. Loans made by TMSIC and TMSICMI will be made pursuant to a Department of Corporations California Finance Lenders License. TMSIC and TMSICMI hold Arizona Licenses BK 7991 and BK 14330, respectively, and are Georgia Residential Mortgage Licensees. ©1999 First Union Corporation.



A parcel of land located in the Southwest Quarter of Section 31, Township 19 South and the Northwest Quarter of Section 6, Township 20 South, Range 2 West, City of Pelham, Shelby County, Alabama; being more particularly described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet to the Point of Beginning; thence continue Southwesterly along the same course 418.06 feet; thence right 91 degrees 31 minutes 00 seconds Northwesterly 213.78 feet; thence right 115 degrees 06 minutes 05 seconds Easterly 129.88 feet; thence left 90 degrees 00 minutes 00 seconds Northerly 69.00 feet; thence right 83 degrees 45 minutes 35 seconds Northeasterly 151.35 feet; thence right 00 degrees 29 minutes 40 seconds Easterly 129.18 feet; thence left 86 degrees 49 minutes 01 seconds Northerly 75.46 feet; thence left 90 degrees 00 minutes 00 seconds Westerly 3.00 feet; thence right 90 degrees 00 minutes 00 seconds Northerly 83.61 feet; thence left 97 degrees 15 minutes 13 seconds Westerly 2.98 feet; thence right 90 degrees 00 minutes 00 seconds Northwesterly 73.39 feet; thence right 90 degrees 19 minutes 27 seconds to the chord of a curve to the left, concave Northerly, with a radius of 1979.89 feet, a central angle of 00 degrees 39 minutes 34 seconds and a chord length of 22.79 feet; thence run Easterly, then Northeasterly along the arc of said curve 22.79 feet; thence right 89 degrees 40 minutes 33 seconds from the chord extended Southeasterly 341.10 feet to the Point of Beginning.

Inst # 2001-20883

05/23/2001-20883
07:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CJ1 22.03