

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Diligenz, Inc. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 7709347 Diligenz, Inc. 6500 Harbour Heights Pkwy Suite 400 Mukilteo, WA 98275 Filed in: Alabama Shelby	

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 FDK, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 660 Walt Drive			CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION AL	1g. ORGANIZATIONAL ID #, if any [REDACTED]		<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
2d. TAX ID #: SSN OR EIN	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 Chase Manhattan Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 6305 Humphreys Blvd.			CITY Memphis	STATE TN	POSTAL CODE 38120	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
See attached Legal Description

5. ALTERNATIVE DESIGNATION [if applicable]:		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	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 [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		A: Debtors		Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA Suburban Lodge							

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SCHEDULE 1

Attached to and being a part of UCC-1 Financing Statement from FDK, L.L.C., Debtor, to Financial Federal Savings Bank, Secured Party.

1. All of Debtor's right, title and interest in and to the property described on Exhibit "A" attached hereto, together with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances goods and inventory of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers and dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, and tax refunds, trade names, licenses, permits, insurance proceeds, unearned insurance premiums, choses in action, food, beverages, linens, furniture, fixtures and items held for sale; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property; and all of the foregoing, together with said property (or any leasehold estate of Debtor in said property) are herein referred to as the "Property";
2. All of Debtor's right, title and interest in, to and under any and all leases now or hereinafter in existence (as amended or supplemented from time to time) and covering space in or applicable to the Property (hereinafter referred to collectively as the "Leases" and singularly as a "Lease"), together with all rents, earnings, income, profits, benefits and advantages arising from the Property and from said Leases and all other sums due or to become due under and pursuant thereto, and together with any and all guarantees of or under any of said Leases, and together with all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, condemnation awards, insurance proceeds, moneys and security payable or receivable under the Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Property and any other property subject to the Lease as therein provided and to perform all other necessary or appropriate acts with respect to such Leases as agent and attorney-in-fact for Debtor, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which the Debtor is or may become entitled to do under any such Lease together with all accounts receivable, contract rights, franchises, interests, estates or other claims, both at law and in equity, relating to the Property, to the extent not included in rent earnings and income under any of the Leases;
3. All of Debtor's right, title and interest in, to and under any and all reserve, deposit or escrow accounts (the "Accounts") made pursuant to any loan document made between Debtor and Secured Party

with respect to the Property, together with all income, profits, benefits and advantages arising therefrom, and together with all rights, powers, privileges, options and other benefits of Debtor under the Accounts, and together with the right to do any and all other things whatsoever which the Debtor is or may become entitled to do under the Accounts;

4. All agreements, contracts, certificates, guaranties, warranties, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, pertaining to the use, occupancy, construction, management or operation of the Property and any part thereof and any improvements or respecting any business or activity conducted on the Property and any part thereof and all right, title and interest of Debtor therein, including the right to receive and collect any sums payable to Debtor thereunder and all deposits or other security or advance payments made by Debtor with respect to any of the services related to the Property or the operation thereof;

5. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

6. All accounts receivable, credit card receivables, room deposits, security deposits, advances and other accounts now or hereafter accruing, arising, existing, or owed to or held by Borrower from, relating to, or deriving from the operation of the Property; including, but not limited to, revenues derived from (i) the occupancy of guest rooms, (ii) the occupancy of meeting rooms, (iii) food and beverage facilities, (iv) vending machines, (v) telephone and television systems, (vi) guest laundry, (vii) the provision or sale of other goods and services, and all revenues, royalties, issues and profits therefrom and derived from the Property and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels, 8th Edition, International Association of Hospitality Accounts (1986), as amended from time to time (collectively, the "Rents"); and

7. Any and all proceeds resulting or arising from the foregoing (collectively, the "Collateral").

Exhibit A

[real property legal description]

Commence at the northeast corner of Section 5, Township 19 South, Range 1 West, thence run north 86 degrees 43 minutes 38 seconds east along the north line of said quarter section line for a distance of 333.88 feet; thence run south 71 degrees 31 minutes 13 seconds east for a distance of 100.20 feet; thence run south 73 degrees 59 minutes 16 seconds west for a distance of 260.63 feet; thence run south 71 degrees 19 minutes 30 seconds east for a distance of 761.47 feet; thence run south 73 degrees 05 minutes 20 seconds west for a distance of 14.11 feet; thence run south 71 degrees 24 minutes 36 seconds east for a distance of 261.73 feet; thence run south 24 degrees 50 minutes 16 seconds west for a distance of 130.00 feet to the point of beginning; thence run south 24 degrees 50 minutes 46 seconds west for a distance of 97.67 feet; thence run south 26 degrees 31 minutes 46 seconds west for a distance of 226.72 feet to the centerline of a creek as shown on USGS subdivision and is recorded in Map Book 14 Page 80 in the office of the Judge of Probate, Shelby County, Alabama; thence run along said centerline by the following described courses: thence north 35 degrees 50 minutes 11 seconds west for a distance of 64.67 feet; thence north 10 degrees 27 minutes 52 seconds west for a distance of 13.24 feet; thence run north 64 degrees 39 minutes 20 seconds east for a distance of 10.39 feet; thence run north 63 degrees 17 minutes 11 seconds west for a distance of 10.74 feet; thence run south 63 degrees 19 minutes 10 seconds west for a distance of 10.92 feet; thence run north 73 degrees 35 minutes 54 seconds west for a distance of 12.11 feet; thence run north 17 degrees 02 minutes west for a distance of 7.18 feet; thence run north 37 degrees 45 minutes 27 seconds west for a distance of 17.11 feet; thence run north 59 degrees 12 minutes 44 seconds west for a distance of 20.62 feet; thence run north 45 degrees 12 minutes 51 seconds west for a distance of 28.09 feet; thence run north 87 degrees 59 minutes 52 seconds west for a distance of 20.59 feet; thence run north 51 degrees 43 minutes 04 seconds west for a distance of 26.76 feet; thence run north 24 degrees 40 minutes 36 seconds west for a distance of 25.49 feet; thence run north 08 degrees 02 minutes 50 seconds east for a distance of 12.43 feet; thence run north 82 degrees 00 minutes 57 seconds west for a distance of 76.34 feet; thence run north 32 degrees 40 minutes 57 seconds west for a distance of 27.77 feet; thence run north 60 degrees 33 minutes 04 seconds west for a distance of 19.70 feet; thence run south 18 degrees 46 minutes 47 seconds west for a distance of 17.33 feet; thence run north 44 degrees 56 minutes 03 seconds west for a distance of 20.92 feet; thence run north 08 degrees 15 minutes 43 seconds west for a distance of 11.94 feet; thence run south 19 degrees 01 minute 10 seconds west for a distance of 23.71 feet; thence run south 41 degrees 29 minutes 13 seconds west for a distance of 29.53 feet; thence run north 59 degrees 21 minutes 24 seconds west for a distance of 16.97 feet; thence run north 54 degrees 34 minutes 47 seconds west for a distance of 30.16 feet; thence run north 85 degrees 48 minutes 55 seconds west for a distance of 19.77 feet; thence run north 17 degrees 06 minutes 24 seconds east for a distance of 17.89 feet; thence run north 16 degrees 44 minutes 37 seconds west for a distance of 42.66 feet; thence run north 40 degrees 17 minutes 25 seconds east for a distance of 18.80 feet; thence run north 35 degrees 26 minutes 30 seconds west for a distance of 4.92 feet and the end of said creek center line course; thence run south 87 degrees 22 minutes 08 seconds west for a distance of 85.62 feet to a point on the northwestern right-of-way line of U.S. Highway No. 280; thence run in a northerly direction along the northwestern right-of-way line of said highway for a distance of 17.00 feet; (Said highway right-of-way line being identified as shown on the left having a central angle of 10 degrees 19 minutes 51 seconds, a radius of 2944.79 feet, a chord of 17.00 feet and a chord bearing of south 21 degrees 36 minutes 15 seconds east); thence run north 68 degrees 13 minutes 44 seconds east for a distance of 36.00 feet to the point of commencement of a curve to the left, said curve having a central angle of 50 degrees 45 minutes 00 seconds, and a radius of 131.77 feet; thence run in a northerly direction along the arc of said curve for a distance of 116.72 feet; thence run north 17 degrees 28 minutes 44 seconds east along the tangent if extended from said curve for a distance of 153.42 feet to the point of commencement of a curve to the right, said curve having a central angle of 00 degree 34 minutes 43 seconds and a radius of 198.00 feet and a chord bearing of south 17 degrees 16 minutes 06 seconds east; thence run in a northerly direction along the arc of said curve for a distance of 2.00 feet; thence run south 61 degrees 36 minutes 29 seconds west for a distance of 508.90 feet to the point of beginning. Said parcel contains 3.1713 acres.

20040422000208200 Pg 5/5 37.00
Shelby Cnty Judge of Probate, AL
04/22/2004 12:25:00 FILED/CERTIFIED