

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] John Nicholas Suhr, Jr. (704) 338-5088	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) AFTER FILING RETURN TO: CT CORPORATION 17 SOUTH HIGH STREET COLUMBUS, OH 43215	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME AHT RESIDENCE INN II LIMITED PARTNERSHIP					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 814 E. Main Street		CITY Richmond		STATE VA	POSTAL CODE 23219
				COUNTRY USA	
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited partnership	1f. JURISDICTION OF ORGANIZATION Virginia	1g. ORGANIZATIONAL ID #, if any VA L018567-0 <input type="checkbox"/> NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> 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
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 <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME WACHOVIA BANK, NATIONAL ASSOCIATION					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 301 South Tryon Street, PMB 35-123		CITY Charlotte		STATE NC	POSTAL CODE 28282
				COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A and Exhibit B attached hereto.

This financing statement is being filed as additional security for that certain Mortgage and Security Agreement (the "Security Instrument") executed by Debtor in favor of the Secured Party and recorded concurrently herewith. The Debtor is the record owner of the Premises described on Exhibit A attached hereto and made a part hereof.

THE INDEBTEDNESS HAS BEEN PAID
ON A SECURITY INSTRUMENT

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) [optional]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA Loan No.: 50-2828314/Birmingham, Alabama						

Shelby County (Alabama)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
AHT RESIDENCE INN II LIMITED PARTNERSHIP		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibit A attached hereto.

16. Additional collateral description:

See Exhibit B attached hereto.

Loan No.: 50-2828314/Birmingham, Alabama
Shelby County (Alabama)

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

Birmingham, AL

EXHIBIT A

PARCEL I:

Being a part of the Southwest quarter of the Northeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run West along the South line of said quarter-quarter section for a distance of 263.21 feet to the Point of Beginning; thence continue West along the last described course a distance of 696.06 feet; thence 90 degrees 00 minutes right and in a Northerly direction for a distance of 95.00 feet; thence 43 degrees, 00 minutes left and in a Northwesterly direction for a distance of 127.00 feet; thence 43 degrees, 30 minutes right and in a Northerly direction for a distance of 75.00 feet to a Point situated on the Southeasterly right of way line of a proposed road and said Point of curve of a curve to the right said curve to the right having a radius of 610.14 feet and a central angle of 37 degrees, 16 minutes, 38 seconds; thence 72 degrees, 00 minutes right to the chord of said curve to the right and run Northeasterly along the Southeasterly right of way line of the proposed road and the arc of said curve to the right for a distance of 396.96 feet to the end of said curve to the right and the beginning of a curve to the left and said curve to the left having a radius of 319.14 feet and a central angle of 25 degrees, 30 minutes, 50 seconds; thence Northeasterly along the Southeasterly right of way line of proposed road and the arc of said curve for a distance of 142.24 feet; thence 101 degrees, 28 minutes, 36 seconds right from the chord of last stated curve and in a Southerly direction for a distance of 117.17 feet; thence 82 degrees, 08 minutes, 06 seconds left and in an Easterly direction for a distance of 65.46 feet; thence 71 degrees, 05 minutes, 09 seconds, left and in a Northeasterly direction for a distance of 61.78 feet to a Point on the approximate lake shore; thence 99 degrees, 36 minutes, 57 seconds right and in a Southeasterly direction along the approximate lake shore for a distance of 57.08 feet; thence 19 degrees, 26 minutes, 40 seconds right and in a Southeasterly direction along the approximate lake shore for a distance of 73.28 feet; thence 0 degrees 38 minutes, 40 seconds right and in a Southeasterly direction along the approximate lake shore for a distance of 81.94 feet; thence 25 degrees, 42 minutes, 01 seconds left and in a Southeasterly direction along the approximate lake shore for a distance of 50.71 feet; thence 24 degrees, 37 minutes, 55 seconds right and in a Southeasterly direction along the approximate lake shore for a distance of 94.93 feet; thence 17 degrees, 49 minutes, 50 seconds right and in a Southeasterly direction along the approximate lake shore for a distance of 52.74 feet; thence 74 degrees, 12 minutes, 26 seconds right and in a Southwesterly direction for a distance of 83.74 feet to the Point of Beginning.

Also a Non-Exclusive Easement for ingress and egress described as follows:

PARCEL II:

Being a part of the Southwest quarter of the Northeast quarter and the Southeast quarter of the Northwest quarter, Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest quarter of the Northeast quarter of said Section: thence run West along the South line of said Southwest quarter of the Northeast quarter for a distance of 1020.17 feet; thence 62 degrees, 50 minutes, 45 seconds left and in a Southwesterly direction for a distance of 54.50 feet to a Point of the Northeasterly right of way line of U.S. Highway No. 380, said right of way being in a curve to the right, curving Northerly, said curve to the right having a radius of 5639.58 feet and a central angle of 2 degrees, 23 minutes, 16 seconds; thence 92 degrees, 28 minutes, 13 seconds right to the chord of said curve to the right and run in a Northeasterly direction along the Northeasterly right of way line of U.S. Highway No. 280 and the arc of said curve to the right for a distance of 235.02 feet to the Point of Beginning, said Point being the Point of intersection of the Northeasterly right of way line of U.S. Highway No. 280 with the Southeasterly right of way line of a proposed road, said proposed road right of way being in a curve to the right, curving Northeasterly, said curve to the right having a radius of 377.81 feet and a central angle of 22 degrees, 27 minutes, 01 seconds; thence 101 degrees, 00 minutes, 43 seconds right from the chord of the U.S. Highway No. 280 curve to the chord of the curve of the proposed road and run Northeasterly along the Southeasterly right of way line of the proposed road and the arc of the curve for a distance of 148.04 feet to the end of said curve; thence at tangent to said curve continue Northeasterly along the Southeasterly right of way line of the proposed road for a distance of 130.32 feet to the beginning of a curve to the right, said curve to the right having a radius of 610.14 feet and a central angle of 18 degrees, 38 minutes 19 seconds; thence Northeasterly along the arc of said curve and the Southeasterly right of way line of the proposed road for a distance of 198.48 feet to the end of curve; thence 90 degrees, 00 minutes left from the tangent of said curve and in a Northwesterly direction for a distance of 60.00 feet to a Point on the Northwesterly right of way line of proposed road, said Point being situated on a curve to the left and curving Southwesterly, said curve having a radius of 670.14 feet and a central angle of 18 degrees, 38 minutes, 19 seconds; thence continue Southwesterly along the Northwesterly right of way line of the proposed road and the arc of said curve to the left for a distance of 218.00 feet to the end of said curve; thence 90 minutes, 00 minutes right from the tangent of said curve in a Northwesterly direction for a distance of 15.00 feet; thence 90 degrees, 00 minutes left and in a Southwesterly direction along the Northwesterly right of way line of proposed road for a distance of 179.92 feet to the beginning of a curve to the left, said curve to the left having a radius of 422.57 feet and a central angle of 17 degrees, 23 minutes, 48 seconds; thence continue Southwesterly along the Northwesterly right of way line of the proposed road and the arc of said curve for a distance of 128.30 feet to the end of said curve and the Point of Intersection of the Northwesterly right of way line of the proposed road with the Northeasterly right of way line of U.S. Highway No. 280, the Northeasterly right of way line of U.S. Highway No. 280 being in a curve to the left, curving Southeasterly, said curve having a radius of 5639.58 feet and a central angle of 00 degrees, 54 minutes, 54 seconds; thence Southeasterly along the arc of said curve to the left and the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 90.06 feet to the Point of Beginning.

The above described "Non-Exclusive Easement" shall terminate upon the completion of the road way to be constructed thereon, and upon the dedication to and acceptance by Shelby County, Alabama, as a dedicated public street.

Also a slope easement for ingress and egress to the Lakeshore described as follows:

PARCEL III:

Commence at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and run West along the South line of said quarter-quarter section for a distance of 263.21 feet; thence 145 degrees, 18 minutes, 42 seconds right and in a Northeasterly direction for a distance of 83.74 feet; thence 74 degrees, 12 minutes, 26 seconds left and in a Northwesterly direction for a distance of 52.74 feet; thence 17 degrees, 49 minutes, 50 seconds left and in a Northwesterly direction for a distance of 94.93 feet; thence 24 degrees, 37 minutes, 55 seconds left and in a Northwesterly direction for a distance of 50.71 feet; thence 25 degrees, 42 minutes, 01 seconds right and in a Northwesterly direction for a distance of 81.94 feet; thence 0 degrees, 38 minutes, 40 seconds left and in a Northwesterly direction for a distance of 73.28 feet; thence 19 degrees, 26 minutes, 40 seconds left and in a Northwesterly direction for a distance of 57.08 feet; thence 99 degrees, 36 minutes, 57 seconds, left and in a Southwesterly direction for a distance of 61.78 feet to the Point of Beginning of the slope easement herein described; thence 71 degrees, 05 minutes, 09 seconds right and in a Westerly direction for a distance of 65.46 feet; thence 82 degrees, 08 minutes, 06 seconds right and in a Northerly direction for a distance of 45.00 feet; thence 99 degrees, 11 minutes, 54 seconds right and in an Easterly direction for 86.23 feet; thence 107 degrees, 34 minutes, 51 seconds right and in a Southwesterly direction for a distance of 45.00 feet to the Point of Beginning.

PARCEL IV:

Also, a Non-Exclusive Sign Easement, being more particularly described as follows:

Commence at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run West along the South line of said quarter-quarter section for a distance of 1020.17 feet; thence 62 degrees, 50 minutes, 45 seconds left and in a Southwesterly direction for a distance of 54.50 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280, said right of way line being in a curve to the right, curving Northerly, said curve to the right having a radius of 5639.58 feet and a central angle of 3 degrees, 18 minutes, 10 seconds; thence 92 degrees, 55 minutes 40 seconds right to the chord of said curve to the right and run Northwesterly along the Northeasterly right of way line of U.S. Highway No. 280, and the arc of said curve to the right for a distance of 325.08 feet to the point of beginning, said point being the point of intersection of the Northeasterly right of way line of U.S. Highway No., 280 and the Northwesterly right of way line of a proposed road; thence continue Northwesterly along the Northeasterly right of way line of U.S. Highway No. 280 and the arc of a curve to the right having a radius of 5639.58 feet and a central angle of 0 degrees, 09 minutes, 10 seconds for a distance of 15.04 feet; thence 90 degrees, 00 minutes right from the tangent of said curve to the right for a distance of 21.49 feet;

thence 95 degrees, 17 minutes, 24 seconds right and in a Southeasterly direction for a distance of 16.48 feet to a point on the Northwesterly right of way line of a proposed road, said point being situated on a curve to the left, curving Southerly, said curve to the left having a radius of 422.57 feet and a central angle of 2 degrees, 42 minutes, 42 seconds; thence run Southwesterly along the Northwesterly right of way line of the proposed road and the arc of said curve to the left for a distance of 20.00 feet to the point of beginning. Situated in Shelby County, Alabama.

EXHIBIT B TO UCC-1

All of Debtor's right, title and interest in, to and under the following property now or hereafter located on or relating to the Premises (the "Premises") described in Exhibit A annexed hereto and made a part hereof, whether presently owned or hereafter acquired (exclusive of any of the foregoing owned or leased by tenants of space in the Premises, including, without limitation, the tenant under the Percentage Lease (as hereinafter defined)) (Debtor's right, title and interest in, to and under all such property being referred to, collectively, as the "Collateral"):

(a) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Premises, (the "Improvements", the Premises and the Improvements being referred to as the "Real Property");

(b) all furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Debtor and now or hereafter located on, attached to or used in and about the Premises and Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Debtor and as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein (including, without limitation beds, bureaus, chiffoniers, 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, facsimile machines, 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 all building materials and equipment hereafter situated on or about the Premises or Improvements, and, to the extent assignable, all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor;

(c) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, and other emblements now or hereafter located on the Premises or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging,

DEBTOR: AHT RESIDENCE INN II LIMITED PARTNERSHIP

relating or appertaining to the Mortgaged Property, as defined in the mortgage or deed of trust from the Debtor for the benefit of the Secured Party dated November 10, 2004 relating to the Real Property (the "Security Instrument");

(d) to the extent assignable, all water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Premises or the Improvements, or any part thereof, together (i) with all utilities, utility lines, utility commitments, utility capacity, capital recovery charges, impact fees and other fees paid in connection with same, (ii) reimbursements or other rights pertaining to utility or utility services provided to the Premises and/or Improvements and (iii) the present or future use or availability of waste water capacity, or other utility facilities to the extent same pertain to or benefit the Premises and/or Improvements, including, without limitation, all reservations of or commitments covering any such use in the future whether now existing or hereafter created or acquired;

(e) all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Premises;

(f) all funds now or hereafter on deposit in the Impound Account, the Replacement Reserve and the Repair and Remediation Reserve (each as defined in the Security Instrument);

(g) (i) all leases, licenses, concessions and occupancy agreements of all or any part of the Premises or the Improvements and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, the "Leases"), including, without limitation, that certain Hotel Lease Agreement dated November 10, 2004 between Debtor, as successor lessor, and AHM Res II Limited Partnership, as lessee, with any guaranty of the performance and payment thereunder (the "Percentage Lease"), and (ii) all rents, royalties, issues, profits, revenue, income, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, parking charges, and other benefits (collectively, the "Rents" or "Rents and Profits") of the Premises, the Improvements or the fixtures or equipment, now or hereafter arising from the use or enjoyment of all or any portion thereof or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores and offices), and (iii) all concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sale or from any lease, license, tenancy, concession, occupancy agreement or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for the Lodging Industry, 9th Edition as published by the Educational Institute of the American Hotel and Motel Association (1996) and (iv) all cash or securities (the "Security Deposits") deposited in any security deposit account (the "Security Deposit Account") to secure performance by the tenants, lessees or licensees, as applicable, of their obligations under any such leases, licenses, concessions or occupancy agreements, whether said cash or securities are to be held until the expiration of the terms of said leases, licenses, concessions or

DEBTOR: AHT RESIDENCE INN II LIMITED PARTNERSHIP

occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of said terms;

(h) To the extent assignable (i) all contracts and agreements now or hereafter entered into or binding upon Debtor relating to the management, maintenance or operation of any part of the Premises or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and (ii) any contracts or documents relating to construction on any part of the Premises or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals);

(i) to the extent assignable, all present and future real estate tax refunds and monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Premises or the Improvements;

(j) to the extent assignable, all present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, service marks and symbols now or hereafter used in connection with any part of the Premises or the Improvements, all names by which the Premises or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Premises or the Improvements) and all notes or chattel paper relating to the ownership, operation or maintenance of the Real Property (exclusive of any of the foregoing owed to tenants or any other third parties) (collectively, the "General Intangibles");

(k) to the extent assignable, all water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Premises or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Premises or the Improvements;

(l) all building materials, supplies and equipment now or hereafter placed on the Premises or in the Improvements and, to the extent assignable, all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Premises or the Improvements;

(m) to the extent assignable, all right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Mortgaged Property (as defined in the Security Instrument), including any unearned premiums thereon;

(n) all proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

DEBTOR: AHT RESIDENCE INN II LIMITED PARTNERSHIP

(o) all other or greater rights and interests of every nature in the Premises or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.