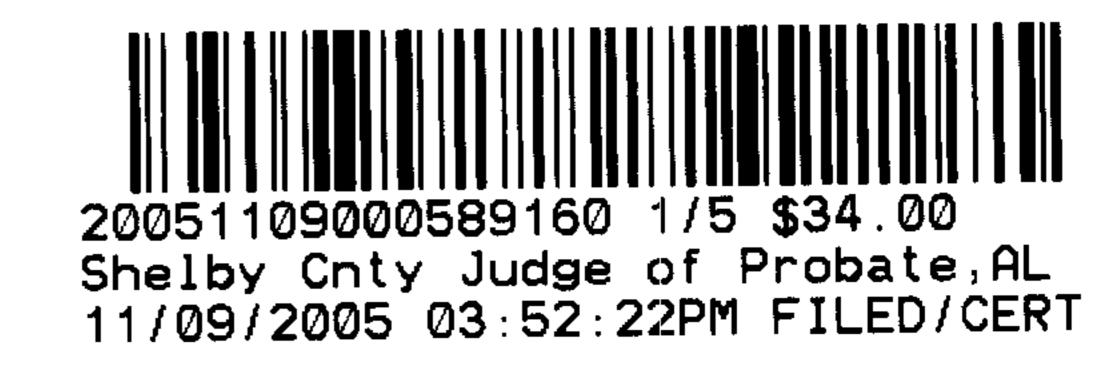
1
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POSTAL CODE

35209

STATE

AL

SUFFIX

COUNTRY

**USA** 

UCC FINANCIN	GSIAIEMENI				
FOLLOW INSTRUCTION	NS (front and back) CAREFULLY				
A. NAME & PHONE OF	CONTACT AT FILER [optional]				
Jenny G. Pair (2	205) 521-8345				
B. SEND ACKNOW LED	GMENT TO: (Name and Address)				
<del> </del>					
Jenny G. Pa	air				
	ant Rose & White LLP				
	Avenue North				
Birmingnai	n, AL 35203				
<u></u>		THE ABOVE	SPACE IS FO	R FILING OFFICE U	SE ONI Y
1. DEBTOR'S EXACTE	ULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1l				
1a. ORGANIZATION'S N		o)-do not appleviate of contibilite names		<del>" " " " " " " " " " " " " " " " " " " </del>	
D I/ Investor to a					
OR 1b. INDIVIDUAL'S LAST					SUFFIX
ID. HADIAIDOVE 2 TV21	INMIC	FIRST NAME	MIDDLE	MIDDLE NAME	
<u> </u>	· · · · · · · · · · · · · · · · · · ·				
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1813 Crestwood B	Boulevard	Birmingham	$\mathbf{AL}$	35210	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE 1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		ANIZATIONAL ID #, if any	
	ORGANIZATION DEBTOR   LLC	Alabama	' 		<b>[</b>
2 ADDITIONAL DERTO					NON
2. ADDITIONAL DEBTO	R'S EXACT FULL LEGAL NAME - insert only one	debtor name (2a or 2b) - do not abbreviate or comb	ine names		<u>-</u>
OR INDIVIDUALIC LACT	· A I A B 4 F				· · · · · · · · · · · · · · · · · · ·
2b. INDIVIDUAL'S LAST	NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRES:3		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEEINSTRUCTIONS	ADD'L INFO RE 2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2a ORG	ANIZATIONAL ID #, if any	<u> </u>
	ORGANIZATION		į zg. Oito,	WINE TO THE TENT OF THE TENT	
	DEBTOR				NON
	NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/	P) - insert only <u>one</u> secured party name (3a or 3b)			
3a. ORGANIZATIC <sub>'</sub> N'S N	IAME				
Capital South I	Bank				
3b. INDIVIDUAL'S LAST	NAME	FIRST NAME	MIDDLE	VAME	SUFFIX

4. This FINANCING STATEMENT covers the following collateral:

2340 Woodcrest Boulevard

3c. MAILING ADDRESS

The items and types of property described on Schedule I attached hereto is incorporated herein by reference.

Birmingham

CITY

Filed with: Judge of Probate of Shelby County, Alabama

5. ALTERNATIVE DES GNATION [if applicable]:	LESSEE/LESSOR CONS	GNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-L	JCC FILING
This FINANCING STATEMENT is to be filed [for ESTATE RECORDS. Attach Addendum	r record] (or recorded) in the REA [if applica	• • •	ST SEARCH REPO	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							
~							

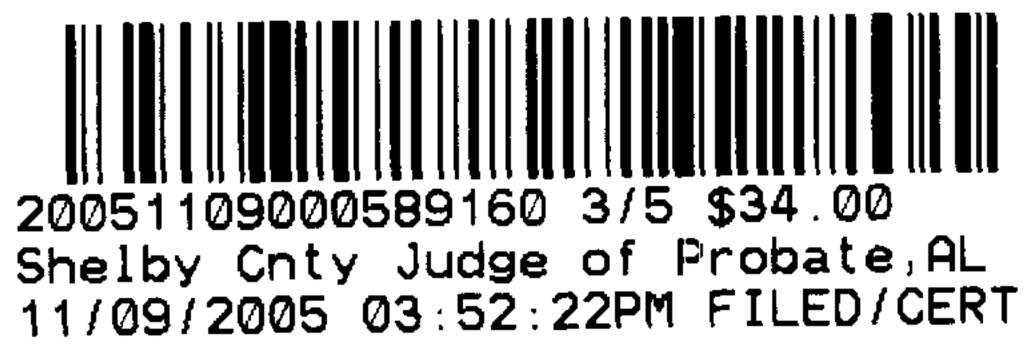
Shelby County, AL R.K. Investments, LLC (B0767-81278)

UCC FINANCING STATES FOLLOW INSTRUCTIONS (front and ba			20051109000 Shelby Cnty	589160 2/5 \$34. Judge of Proba 03:52:22PM FILE	00 te, AL D/CERT
9. NAME OF FIRST DEBTOR (1a or 1		TEMENT	111051200		
9a. ORGANIZAT ON'S NAME					
OR R.K. Investments, LLC  9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX			
BU. IIADIAIDONE D'ENGLI IANIAIL					
10. MISCELLANEOUS:					
				S FOR FILING OFFI	CE USE ONLY
11. ADDITIONAL DEBTOR'S EXACT F	ULL LEGAL NAME - insert only <u>one</u> n	ame (11a or 11b) - do not abbreviate or co	ombine names		
OR 11b. INDIVIDUA_'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
11c. MAILING ADDR ESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. <u>SEE INSTRUCTIONS</u> ADD'L INFO F ORGANIZATION		11f. JURISDICTION OF ORGANIZATION	11g. ORG	SANIZATIONAL ID #, if a	ny
DEBTOR					NON
12a. ORGANIZATION'S NAME	TY'S or ASSIGNOR S/P'S	NAME - insert only <u>one</u> name (12a or 1	2b)		
OR 12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
42- MANUANO ADDECES		CITY	CTATE	IDOSTAL CODE	COLINITOY
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
13. This FINANCING STATEMENT covers collateral, or is filled as a fixture filling 14. Description of real estate:  See Exhibit 'A' attached her hereof.		16. Additional collateral description:			
15. Name and address of a RECORD OWNER (if Debtor does not have a record interest):					

Debtor is a TRANSMITTING UTILITY

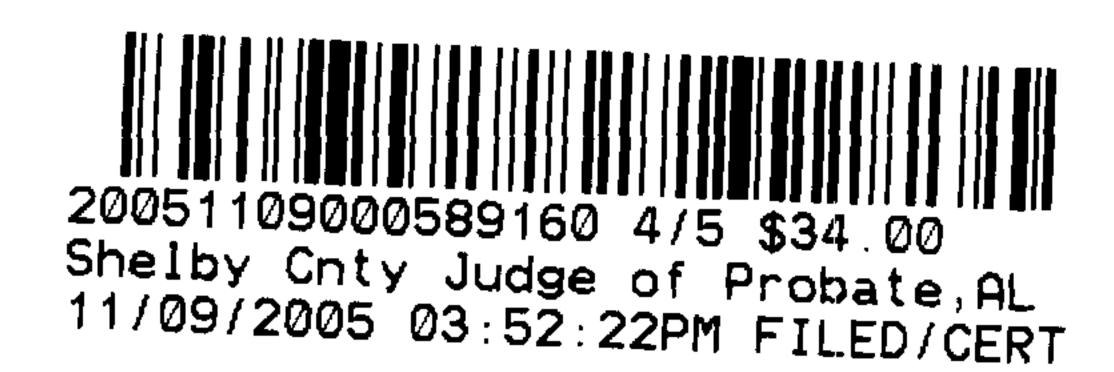
Filed in connection with a Manufactured-Home Transaction — effective 30 years

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

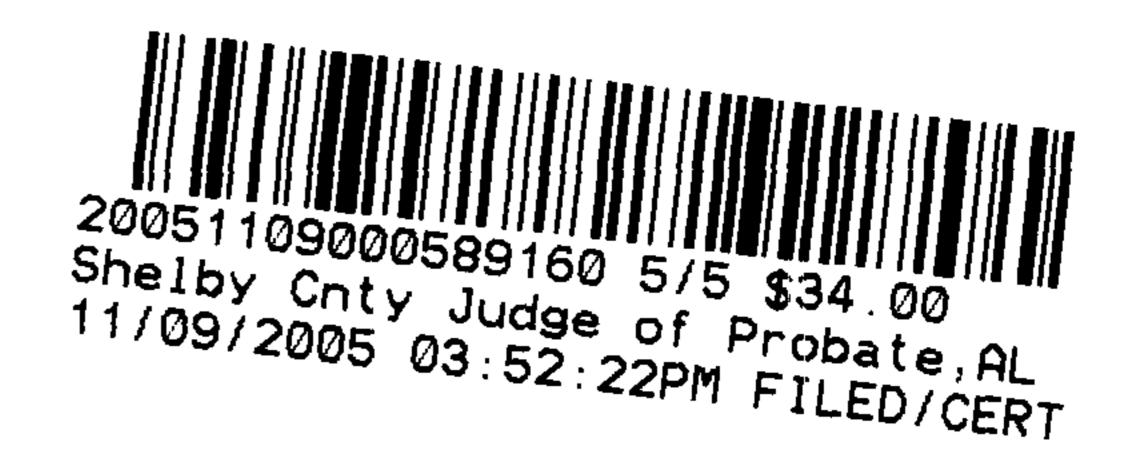


## SCHEDULE I TO UCC-1 FINANCING STATEMENT

- 1. All of Debtor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in Exhibit A attached hereto and made a part hereof;
- 2. All of Debtor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate, including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;
- All right, title and interest of Debtor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;
- All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Debtor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones telecommunication equipment, compartment safes, carpeting, refrigerators, dishwashers, restaurant and bar equipment, video equipment, linens, blankets, window coverings and all proceeds of and substitutions and replacements for any such items;
- All rents, issues, profits, royalties, fees income and other benefits derived from the Real Estate including, without limitation, all such rents, issues, profits, royalties, fees income and benefits that are deemed to constitute accounts under applicable law (collectively, the "Rents"), now or hereafter existing or entered into, whether written or oral;



- 6. All interests, estates or other claims, both in law and in equity, that Debtor now has or may hereafter acquire in the Real Estate including, but not limited to all of Debtor's interest in any and all options to purchase the Real Estate that Debtor may have or may hereafter acquire;
- 7. All easements, rights-of-way and rights now owned or hereafter acquired by Debtor used in connection with or as a means of access to the Real Estate including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances of and to such easements rights-of-way and rights, and all water and water rights and shares of stock evidencing the same;
- 8. All interests of Debtor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate, now or hereafter existing or entered into, and all right, title and interest of Debtor under such leases and subleases, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;
- 9. All right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Real Estate;
- 10. All right, title and interest now owned or hereafter acquired by Debtor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate;
- All rights and interests of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate; and
- All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Debtor now has or may hereafter acquire in the Real Estate, and other proceeds from sale or disposition of real or personal property hereby secured that Debtor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate, including any award resulting from a change of grade of streets and any award for severance damages.
- 13. All rights and interests of Debtor in and to the use of the name or tradename "Holiday Inn Express" whether arising pursuant to a franchise agreement or otherwise.



## EXHIBIT A TO UCC-1 FINANCING STATEMENT

Lot 4B, according to the survey of Resource Center, as recorded in Map Book 24, Page 118, in the Probate Records of Shelby County, Alabama.