



20051110000591740 1/11 \$46.00
Shelby Cnty Judge of Probate, AL
11/10/2005 03:37:12PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Recording Return to:
LandAmerica Commercial Services
450 South Orange Ave., Suite 170
Attention: IRIS CEPEDA 05-1279

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

INTOWN SUITES SOUTHPARK, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

c/o Intown Suites Management, Inc., 2727 Paces Ferry Road, Suite II-1200

CITY

Atlanta

STATE

GA

POSTAL CODE

30339

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

limited liability company

1f. JURISDICTION OF ORGANIZATION

Delaware

1g. ORGANIZATIONAL ID #, if any

4041482

☐ 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

☐ 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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

1595 Spring Hill Road, Suite 310

CITY

Vienna

STATE

VA

POSTAL CODE

22182

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

See Rider A, attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAIOLR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ 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]

☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

(42146.096) Shelby County, AL

MERS MIN: 8000101-0000002089-0

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

NATUCC1 - 5/4/01 C T System Online

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR	9a. ORGANIZATION'S NAME INTOWN SUITES SOUTHPARK, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OF 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)

OR	12a. ORGANIZATION'S NAME				
	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 of Rider A, Attached hereto and made a part hereof.

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

16. Additional collateral description:

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

Rider A
to
UCC-1 FINANCING STATEMENT
Collateral Description

Debtor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Secured Party, as nominee of Bear Stearns Commercial Mortgage, Inc. ("**Lender**") and its successors and assigns, the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "**Property**"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage and Security Agreement, dated October 7, 2005, by Debtor to Secured Party (the "**Security Instrument**").

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing,

Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any legal right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, engines, devices for the operation of pumps, pipes, plumbing, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any legal right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, (including, 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, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, 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), general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other customary hotel equipment and personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions

thereto or therefor and the proceeds thereof (collectively, the **"Personal Property"**), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the **"Uniform Commercial Code"**), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

(h) Leases and Rents. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the **"Leases"**), whether before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (as defined the Loan Agreement hereinafter defined) and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits arising from the Leases and renewals thereof together with all rents, rent equivalents, income, fees, receivables, accounts, profits, (including, all oil and gas or other mineral royalties and bonuses), charges for services rendered and any and all payment and consideration of whatever form or nature received by Debtor or its agents or employees from any and all sources relating to the use, enjoyment and occupancy of the Property, including, all revenues and credit card receipts collected from guest rooms, restaurants, room service, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, movie rentals, telephone service, if any, from business interruption or other loss of income insurance (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the **"Rents"**) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the indebtedness secured by the Security Instrument;

(i) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, any transfer made in

lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(m) Rights. Upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(n) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, the right, upon the happening and during the continuance of any Event of Default hereunder, to receive and collect any sums payable to Debtor thereunder;

(o) Trademarks. 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;

(p) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including (i) all accounts established pursuant to that certain Cash Management Agreement dated October 7, 2005, among Subsidiaries of InTown Suites Management, Inc. (See Schedule I) and Intown Suites Management, Inc. (the "**Cash Management Agreement**"), including, that certain Account Number 4121197008 at Wells Fargo Bank, N.A. and (ii) all accounts established pursuant to the Lockbox Agreement (as defined in the Cash Management Agreement); together with all deposits or wire transfers made to the Lockbox Account (as defined in the Cash Management Agreement) or Cash Management Account (as defined in the Cash Management Agreement) and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time

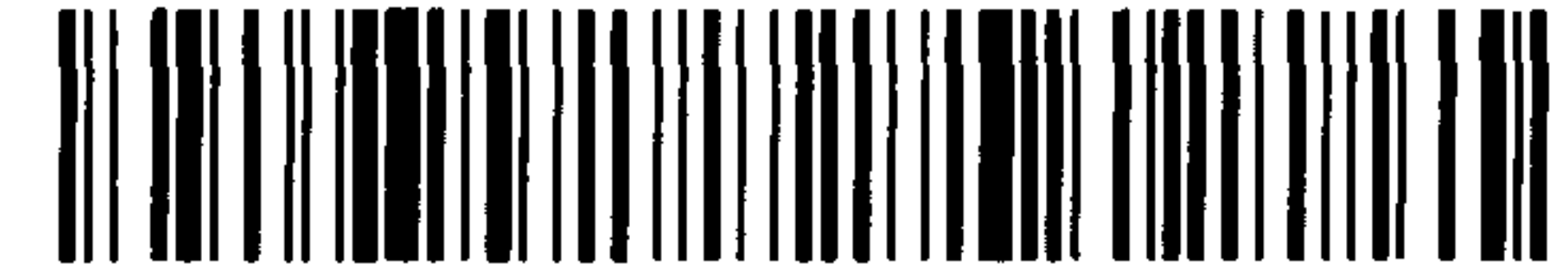


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and all proceeds, products, distributions or dividends or substitutions thereon and thereof;
and

(q) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (p) above.

Capitalized terms used in the foregoing but not defined shall have the following meanings: "Loan Agreement" shall mean that certain Loan Agreement, dated October 7, 2005, among Subsidiaries of InTown Suites Management, Inc. (See Schedule I) and Lender.



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SCHEDULE I

(Borrower)

Delaware limited liability company Borrowers:
Intown Suites Albemarle Road, LLC
Intown Suites Albuquerque, LLC
Intown Suites Aurora, LLC
Intown Suites Beach Boulevard, LLC
Intown Suites Bell Road, LLC
Intown Suites Bellevue, LLC
Intown Suites Birmingham North, LLC
Intown Suites Blanding Boulevard, LLC
Intown Suites Burnsville, LLC
Intown Suites Chandler Boulevard, LLC
Intown Suites Colerain, LLC
Intown Suites Commercial Boulevard, LLC
Intown Suites Conyers, LLC
Intown Suites Coon Rapids, LLC
Intown Suites Downer's Grove, LLC
Intown Suites Dublin, LLC
Intown Suites Edmond, LLC
Intown Suites Greenwood, LLC
Intown Suites Hickory Hill, LLC
Intown Suites Highway 17, LLC
Intown Suites Hurstbourne Parkway, LLC
Intown Suites Ina Road, LLC
Intown Suites Independence Boulevard, LLC
Intown Suites Indianapolis North, LLC
Intown Suites Knoxville, LLC
Intown Suites Lee Highway, LLC
Intown Suites Louisville South, LLC
Intown Suites McDowell Road, LLC
Intown Suites Midlothian, LLC
Intown Suites Midvale, LLC
Intown Suites Nashville North, LLC
Intown Suites Newport News, LLC
Intown Suites North Charleston, LLC
Intown Suites O'Hare, LLC
Intown Suites Orlando North, LLC
Intown Suites Orlando South, LLC
Intown Suites Perdue Springs, LLC
Intown Suites Roosevelt Boulevard, LLC
Intown Suites Salt Lake South, LLC
Intown Suites Sheridan, LLC
Intown Suites Southpark, LLC
Intown Suites Two Notch, LLC
Intown Suites Woods Cross, LLC

Delaware limited partnership Borrowers:
Intown Suites Arlington, L.P.
Intown Suites Arlington South, L.P.
Intown Suites Bandera Road, L.P.
Intown Suites Brook River, L.P.
Intown Suites Carrollton, L.P.
Intown Suites Culebra Road, L.P.
Intown Suites El Paso, L.P.
Intown Suites Highway 121, L.P.
Intown Suites Highway 2252, L.P.
Intown Suites Highway 290, L.P.
Intown Suite Highway 6, L.P.
Intown Suites Jana Lane, L.P.
Intown Suites Kieth Harrow, L.P.
Intown Suites Lamar Boulevard, L.P.
Intown Suites Leon Valley, L.P.
Intown Suites Mills Road, L.P.
Intown Suites North Dallas, L.P.
Intown Suites Oak Village, L.P.
Intown Suites Perrin Beitel, L.P.
Intown Suites Rolling Creek, L.P.
Intown Suites Rufe Snow, L.P.
Intown Suites San Pedro, L.P.
Intown Suites North Collins, L.P.
Intown Suites Stuebner, L.P.
Intown Suites Trinity Mills, L.P.
Intown Suites Webster, L.P.
Intown Suites West Oaks, L.P.



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EXHIBIT A

(Legal Description of Property)

Southpark, AL

EXHIBIT A

Lot 9-A, according to a resurvey of Lots 9 and 10, Southpark, as recorded in Map Book 22, page 17, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described by metes and bounds as follows:

PARCEL 1:

Begin at the Southeast corner of Lot 9-A according to a resurvey of Lots 9 and 10, Southpark, as recorded in Map Book 22, page 17, in the Office of the Judge of Probate of Shelby County, Alabama; thence run West, along the South boundary line of said Lot 9-A for a distance of 252.77 feet to the East right of way line of Southpark Drive (right of way width 50 feet); thence turn an interior angle to the left of 99 degrees 31 minutes 47 seconds to the chord of a curve to the right, having a radius of 376.39 feet, a central angle of 24 degrees 44 minutes 33 seconds, a chord length of 162.14 feet; thence continue along the arc of said curve, and said right of way, for a distance of 163.40 feet to the Point of Tangency of said curve; thence, along the projection of said tangency, continue along said right of way for a distance of 240.40 feet to the Northwest corner of said Lot 9-A; thence leaving said right of way turn an interior angle to the left of 92 degrees 50 minutes 29 seconds and run East along the North boundary line of said Lot 9-A, for a distance of 267.70 feet to the Northeast corner of said Lot 9-A; thence turn an interior angle to the left of 90 degrees 00 minutes 00 seconds and run South for a distance of 400.00 feet to the POINT OF BEGINNING.

PARCEL 2:

Commence at the Southeast corner of Lot 9-A according to a resurvey of Lots 9 and 10, Southpark, as recorded in Map Book 22, page 17, in the Office of the Judge of Probate of Shelby County, Alabama; thence run West, along the South boundary line of said Lot 9-A, for a distance of 306.16 feet to the West right of way line of Southpark Drive (right of way width 50 feet), said point being the POINT OF BEGINNING; thence leaving said right of way run west for a distance of 55.85 feet to the East right of way of U.S. Highway 31 (right of way width 200 feet); thence turn an interior angle to the left of 85 degrees 22 minutes 44 seconds to the chord of a curve to the left, having a radius of 5881.31 feet, a central angle of 02 degrees 53 minutes 35 seconds a chord length of 296.93 feet; thence continue along the arc of said curve, and said right of way for a distance of 296.96 feet to Westerly right of way line of Southpark Drive; thence from the aforementioned chord, turn an interior angle to the left of 35 degrees 10 minutes 50 seconds to the chord of a curve to the right, having a radius of 25.00 feet, a central angle of 66 degrees 47 minutes 56 seconds a chord length of 27.52 feet; thence leaving said east right of way of U.S. Highway 31 run along the arc of said curve for a distance of 29.15 feet along the westerly right of way line of Southpark Drive (right of way width 50 feet), to the Point of Tangency of said curve; thence, along the projection of said tangency, continue along said right of way for a distance of 110.04 feet to the Point of Curvature of a curve to the left, having a radius of 428.39 feet, a central angle of 22 degrees 04 minutes 41 seconds a chord length of 164.05 feet; thence continue along the arc of said curve and said right of way for a distance of 165.07 feet to the POINT OF BEGINNING.