

20081113000438310 1/6 \$36.00  
Shelby Cnty Judge of Probate, AL  
11/13/2008 11:37:10AM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone:(800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 19894 COMPASS BANK  CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071  16366305 ALAL FIXTURE  File with: CC AL Shelby, AL	

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 CORPORATE HOUSING, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 3500 BLUE LAKE DR, SUITE 200			CITY birmingham	STATE AL	POSTAL CODE 35243	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION AL	1g. ORGANIZATIONAL ID #, if any <input checked="" 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. <u>SEE INSTRUCTIONS</u>	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 Compass Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 701 32nd St South			CITY Birmingham	STATE AL	POSTAL CODE 35233	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "A" ATTACHED. \*\*\* FILED AS ADDITIONAL SECURITY TO A MORTGAGE FILED 4/30/2003 WITH INSTRUMENT# 20030430000265320 IN SHELBY COUNTY, ALABAMA.

Complete only when filing with the Judge of Probate:  
The initial indebtedness secured by this financing statement is \$0.00  
Mortgage tax due (\$.15 per \$100.00 or fraction thereof) \$0.00

5. ALTERNATIVE DESIGNATION [if applicable] <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> 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] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA 16366305 77- 7224 refiled 200304300002653 01518					



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## 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			
OR			
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX	

### 10. MISCELLANEOUS

16366305-AL-117

19894 COMPASS BANK

File with: CC AL Shelby, AL 01518

77- 7224 refiled 200304300002653

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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

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTION	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:

Description: SEE EXHIBIT "A" ATTACHED. \*\*\* FILED AS ADDITIONAL SECURITY TO A MORTGAGE FILED 4/30/2003 WITH INSTRUMENT# 20030430000265320 IN SHELBY COUNTY, ALABAMA.

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

CORPORATE HOUSING, LLC  
3500 BLUE LAKE DR, SUITE 200, BIRMINGHAM, AL,  
35243

### 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





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**EXHIBIT A**  
**DESCRIPTION OF COLLATERAL**  
**[COUNTY FILINGS]**

**"Debtor" means Corporate Housing, LLC**

**"Secured Party" means Compass Bank**

**"Land" means the property described on Exhibit B hereto**

**"Collateral" means the Land, the Improvements and all other real and personal property described herein**

- ) All buildings, structures, fixtures, fittings, and improvements of every nature whatsoever now or hereafter situated on the Land (the "Improvements") and all building materials, machinery, equipment, furniture and furnishings and other personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said Land or Improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such Improvements, building materials, machinery, equipment, furniture, furnishings and other personal property are actually located on or adjacent to the Property or not and whether in storage or otherwise wheresoever the same may be located;
- ) To extent of Debtor's right, title and interest, all accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- ) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property,

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possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

- (i) All rents, royalties, profits, issues and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and
  - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.
- d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b) or (c) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b) or (c) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: **Debtor.**

PROVIDED AS ADDITIONAL SECURITY FOR REAL ESTATE MORTGAGE RECORDED  
CONTEMPORANEOUSLY HEREWITH.



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**EXHIBIT B**

**DESCRIPTION OF REAL PROPERTY**

The following described property in Jefferson and Shelby Counties, Alabama:

All of Borrower's real property situated in Jefferson County and Shelby County, Alabama, whether now owned or hereafter acquired, including all property that may be added to this Mortgage after the date hereof by any amendment or modification agreement.

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**EXHIBIT C**

**SIGNATURES OF DEBTOR AND SECURED PARTY**

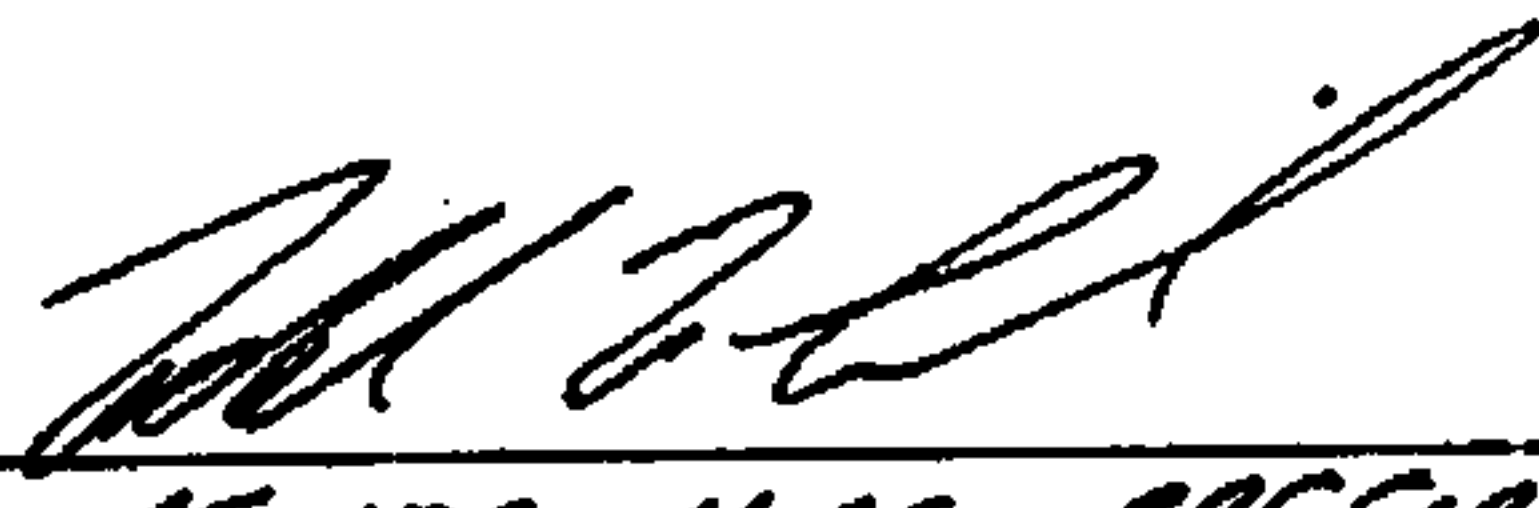
**DEBTOR :**

**CORPORATE HOUSING, LLC**

By:   
Its: Authorized Member

**SECURED PARTY:**

**COMPASS BANK**

By:   
Its: SENIOR VICE PRESIDENT