



20091005000376780 1/8 \$40.00  
 Shelby Cnty Judge of Probate, AL  
 10/05/2009 01:26:44 PM 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)**

Corporation Service Company  
 2711 Centerville Road, Suite 400  
 Wilmington, DE 19808



3 3 9 2 2 0 - 0 0 0 1 1

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  
 Inland American Birmingham Southgate, L.L.C.

OR  
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 2901 Butterfield Road Oak Brook IL 60523 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
 DE LLC DE 4633196  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. SEE INSTRUCTIONS 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  
 RBS Citizens, N.A. d/b/a Charter One

OR  
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 1215 Superior Avenue, OHS675 Cleveland OH 44114 USA

**4. This FINANCING STATEMENT covers the following collateral:**

All right, title, and interest of Debtor in and to the collateral more particularly described in Exhibit A, which collateral is located on or used in connection with the real property described in Exhibit B, both Exhibits attached hereto and by this reference made a part hereof for all purposes. The Debtor, as described above, and the owner of the real property described in Exhibit B are the same.

**5. ALTERNATIVE DESIGNATION [if applicable]:** LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR 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** 339220-00011

AL-Shelby County Probate Court



20091005000376780 2/8 \$40.00  
 Shelby Cnty Judge of Probate, AL  
 10/05/2009 01:26:44 PM FILED/CERT

# 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		
Inland American Birmingham Southgate, L.L.C.		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS: AL-Shelby County Probate Court

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. <u>SEE INSTRUCTIONS</u>	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 B attached hereto and by reference incorporated herein.

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



**EXHIBIT A TO UCC FINANCING STATEMENT**

Debtor: Inland American Birmingham Southgate, L.L.C., located at 2901 Butterfield Road, Oak Brook, Illinois 60523

Secured Party: RBS Citizens, N.A. d/b/a Charter One, a national banking association, located at 1215 Superior Avenue, OHS675, Cleveland, Ohio 44114

Reference is hereby made to that certain Mortgage, Security Agreement and Fixture Filing by Debtor for the benefit of Secured Party (the "**Mortgage**").

Debtor does hereby irrevocably mortgage, give, grant, bargain, sell, alienate, enfeoff, convey, confirm, warrant, pledge, assign, hypothecate and grant a security interest in and to Secured Party, including the power of sale, 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 B 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 the Mortgage;

(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 reversion and reversions, remainder 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, dower and rights of dower, curtesy and 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, but not limited to, 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 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, without limitation, 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, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, 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 right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code), 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 Mortgage and all proceeds and products of the above;

(h) Leases and Rents. All leases (each as amended from time to time), subleases or sub-subleases, 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, sub-subleases, or other agreements entered into in connection with such leases, subleases, sub-subleases, 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, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, 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 (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 Debt;

(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 but not limited to 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 subject to the terms, provisions and conditions of the Loan Agreement;

(j) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property subject to the terms, provisions and conditions of the Loan Agreement;

(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, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(m) Rights. Subject to the terms, provisions and conditions of 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 Secured Party 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 respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder, in each case, to the extent assignable;





(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 (excluding, however, the name "Inland" and any mark registered to The Inland Group, Inc., or any of its affiliates), in each case, to the extent assignable;

(p) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, all securities, investments, property and financial assets held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(q) Letter of Credit. All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in Section 1.1 of the Mortgage;

(r) Tort Claims. All commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in Section 1.1 of the Mortgage;

(s) Derivative Contract. All agreements (individually and collectively, a "Swap Agreement") whether or not in writing, relating to a transaction that is an interest rate swap, basis swap, forward transaction, currency swap or any other similar transaction (including any option to enter into any of the foregoing) or any combination of the foregoing and, unless the context otherwise clearly requires, any master agreement or confirmation relating to or governing any or all of the foregoing, with Debtor; and

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

Capitalized terms used below and not otherwise defined shall have the meanings assigned to such terms in that certain Loan Agreement.


Definitions:

"**Debt**" shall mean the outstanding principal amount set forth in, and evidenced by, the Loan Agreement and the Note together with all interest accrued and unpaid thereon and all other sums (including any LIBOR Breakage Fee and Hedging Obligations, if any) due to Secured Party in respect of the Loan under the Loan Documents.

"**Hedging Contracts**" means, interest rate swap agreements, Hedging Contracts and interest rate collar agreements, or any other agreements or arrangements entered into among Debtor (or assigned to Debtor) and Secured Party, and designed to protect Debtor against fluctuations in interest rates or currency exchange rates.

"**Hedging Obligations**" means, with respect to Debtor, all liabilities of Debtor to Secured Party under Hedging Contracts.

"**LIBOR Breakage Fee**" shall have the meaning set forth in Section 2.3.2 of the Loan Agreement.

  
20091005000376780 7/8 \$40.00  
Shelby Cnty Judge of Probate, AL  
10/05/2009 01:26:44 PM FILED/CERT

**“Loan”** means all amounts outstanding under the Note and/or advanced pursuant to the Loan Agreement.

**“Loan Agreement”** shall mean that certain Agreement executed by and between the Debtor and Secured Party in which, pursuant to its terms and conditions, the Secured Party has agreed to make the Loan.

**“Loan Documents”** shall mean, collectively, the Loan Agreement, the Note, the Mortgage, or any other document or instrument now or hereafter given to evidence or secure the payment of the Note or delivered to induce the Secured Party to disburse the proceeds of the Loan.

**“Note”** shall mean that certain Promissory Note in the amount of the Loan, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

**“Person”** shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.



## EXHIBIT B TO UCC FINANCING STATEMENT

### Legal Description

A tract of land situated in the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, and more particularly described as follows:

Commence at the Northeast corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section and run North  $87^{\circ}18'38''$  West, along the North line thereof a distance of 422.06 feet; thence run South  $01^{\circ}17'56''$  West, for a distance of 412.83 feet to the Point of Beginning; thence run South  $87^{\circ}17'54''$  East, for a distance of 417.36 feet to a point on the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section; thence run South  $01^{\circ}57'45''$  West, along said East line a distance of 189.93 feet; thence run South  $88^{\circ}02'15''$  East, for a distance of 3.83 feet to a point on the West right of way line of U.S. Highway No. 31; thence run along said right of way South  $10^{\circ}40'00''$  West, a distance of 434.26 feet; thence run South  $32^{\circ}01'05''$  West, a distance of 188.80 feet to a point on the Northwest right of way line of Alabama Highway No. 261; thence run South  $61^{\circ}31'05''$  West, along said right of way a distance of 122.50 feet; thence run North  $32^{\circ}30'55''$  West, along the Northeast boundary of Riverchase Animal Clinic property a distance of 141.48 feet; thence run South  $57^{\circ}29'05''$  West, along the Northwest line of said property a distance of 100.00 feet to the Northeast right of way line of Valleydale Terrace; thence run North  $32^{\circ}30'55''$  West, along right of way line a distance of 25.60 feet to the beginning of a curve to the right, said curve having a radius of 419.64 feet and subtending a central angle of  $13^{\circ}13'21''$ ; thence run Northwest along the arc of said curve a distance of 96.84 feet; thence on a line tangent to curve, continue North  $19^{\circ}17'34''$  West, along right of way line a distance of 166.06 feet; thence run North  $58^{\circ}04'35''$  East, along right of way a distance of 13.01 feet; thence an angle to the left to tangent of a curve to the left of  $77^{\circ}07'41''$ , said curve having a radius of 174.25 feet and subtending a central angle of  $30^{\circ}07'58''$ ; thence run along the arc of said curve a distance of 91.61 feet; thence on a line tangent to curve, continue along right of way line North  $49^{\circ}11'04''$  West, a distance of 67.40 feet; thence run North  $40^{\circ}48'56''$  East, a distance of 147.17 feet; thence run North  $50^{\circ}36'35''$  East, a distance of 175.89 feet; thence run North  $01^{\circ}17'56''$  East, for a distance of 175.35 feet to the Point of Beginning.

TOGETHER WITH all of owner's right, title and interest in and to that certain Easement dated November 18, 1987, and recorded in Book 161, page 3, in the Probate Office of Shelby County, Alabama.



20091005000376780 8/8 \$40.00  
Shelby Cnty Judge of Probate, AL  
10/05/2009 01:26:44 PM FILED/CERT