

20150106000006200 1/6 \$39.00
Shelby Cnty Judge of Probate, AL
01/06/2015 03:20:18 PM FILED/CERT

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Julie N Williamson	(704) 444-2000
B. E-MAIL CONTACT AT FILER (optional)	
julie.williamson@kattenlaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Katten Muchin Rosenman LLP	
550 S. Tryon Street	
Suite 2900	
Charlotte, NC 28202-4213	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER Bk LR201211 Pg 1191 2/14/2012	1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☒ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☒ Debtor or ☐ Secured Party of record ☒ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME IA URBAN HOTELS BIRMINGHAM, L.L.C.				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME IA URBAN HOTELS BIRMINGHAM, L.L.C.				
OR	7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
200 S. Orange Avenue, Suite 1200	Orlando	FL	32801	USA

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

See Rider A attached hereto and incorporated herein by reference.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME MIDLAND NATIONAL LIFE INSURANCE COMPANY				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

Filed with: AL - Jefferson County (Birmingham Division); Debtor: IA URBAN HOTELS BIRMINGHAM, L.L.C.

F#455699

A#642910

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS



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11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form Bk LR201211 Pg 1191 2/14/2012	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME MIDLAND NATIONAL LIFE INSURANCE COMPANY	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only <u>one</u> Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit			
13a. ORGANIZATION'S NAME IA URBAN HOTELS BIRMINGHAM, L.L.C.			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT: ☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing	17. Description of real estate: See Exhibit A attached hereto.
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	

18. MISCELLANEOUS:

Rider A


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**To
UCC-3 FINANCING STATEMENT**

**IA URBAN HOTELS BIRMINGHAM, L.L.C.
("DEBTOR")**

AND

**MIDLAND NATIONAL LIFE INSURANCE COMPANY
("SECURED PARTY")**

All and singular the tenements, hereditaments and appurtenances to the land described in Exhibit A attached hereto (the "Land") belonging, or in anywise appertaining, including any after-acquired title, franchises, minerals, licenses or easements, and also together with all right, title and interest of Debtor, from time to time, in and to any and all buildings, and all rents, issues and profits thereof, real estate fixtures, equipment and improvements, thereon or which may hereafter be placed thereon or attached thereto, including, but not limited to, any equity which may be acquired by Debtor in any such fixtures or equipment as a result of the making of installment payments on account of the purchase of the same, and all the interior improvements and fixtures, movable or immovable of every kind and description in and upon the Land or which may hereafter be placed in or upon the Land or used in connection therewith, all of which property, together with any and all additions thereto and replacements thereof, shall be deemed to be fixtures and an accession to the freehold, and a part of the realty as between the parties hereto and all persons claiming by, through or under them, and shall be deemed a portion of the security for the Indebtedness (as hereinafter defined) and secured by this Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and shall hereafter be referred to as the "**Real Estate**," the specific enumerations herein are not to be construed as limiting the general.

AND Debtor does hereby irrevocably grant and convey unto Secured Party a continuing security interest in all of Debtor's right, title and interest in and to each of the following, whether now owned or in existence or hereafter acquired or arising: (a) machinery, equipment, fixtures, fittings, appliances, furniture and articles of real, personal or mixed property of every kind and nature whatsoever used or usable in the operation of or related to the Real Estate, including, but not limited to, and to the extent not classified as real estate fixtures for purposes of the definition of Real Estate set forth above, all heating, ventilating, air conditioning, plumbing and lighting systems and equipment, ranges, refrigerators, dishwashers, food and beverage appliances, shades, drapes, mirrors, carpeting, linoleum, tables, chairs, beds, dressers, sofas, sprinkling systems, fire prevention and/or fire-extinguishing apparatus, all electrical and communications systems and equipment, and all cleaning, laundry, lawn and other maintenance systems and equipment; (b) all accounts, contract rights, general intangibles, payment intangibles, instruments, documents, chattel paper, accounts receivables, supporting obligations, deposits, fees, charges and other payments, income, and cash receipts relating to the Real Estate; (c) all

substitutes and replacements for, accessories, accessions, attachments, and other additions to, and all raw materials, supplies, work in process, tools, parts, and equipment of any nature and description used or which might be used in connection with any of the foregoing; (d) all products and proceeds of any of the foregoing, including, without limitation, all payments under any insurance policies and any indemnity, warranty or guaranty relating to any of the foregoing; (e) any management agreements, and related agreements and documents, and all general intangibles and other rights arising from or in connection with all such agreements (including any rights of first refusal, options to purchase or similar rights, and any rights of first refusal, options to purchase or similar rights arising under applicable bankruptcy law), and all products and proceeds thereof and additions thereto; and also, (f) all other personal property which Debtor may now own or hereinafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate (all of said personal property being hereafter referred to as the "Personal Property").

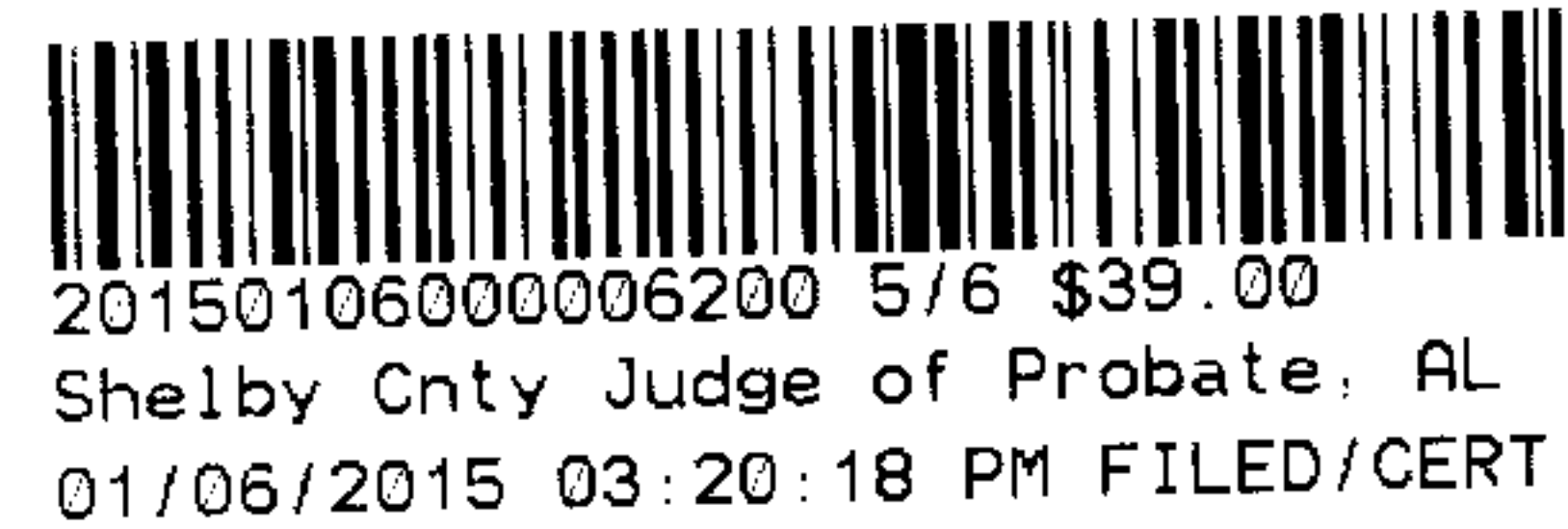
The record owner of the Land described in Exhibit A attached hereto is **IA URBAN HOTELS BIRMINGHAM, L.L.C.**



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Exhibit A

LEGAL DESCRIPTION



Parcel A:

Lot 2A, in Block 160 of Block 160 Resurvey No. 3 as recorded in Map Book 211, Page 58, in the Office of the Judge of Probate of Jefferson County, Alabama.

Parcel B:

Lot 2B, in Block 160 of Block 160 Resurvey No. 3 as recorded in Map Book 211, Page 58 in the Office of the Judge of Probate of Jefferson County, Alabama.

Easement for the benefit of Parcels A & B for the purpose of Ingress and Egress as created by that certain instrument between The UAB Educational Foundation, an Alabama nonprofit corporation & Noble Birmingham I, LLC, a Georgia Limited Liability Company dated December 15, 2003, recorded December 22, 2003, under Instrument Number 200318/9347 over, under and across the following described property.

Parcel C:

A parcel of land being a part of Lot 1B of Block 160 Resurvey No. 3, as recorded in Map Book 211, Page 58 in the Office of the Judge of Probate of Jefferson County, Alabama and lying in the Southwest Quarter of the Southeast Quarter of Section 36, Township 17 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at the Easterly most corner of Lot 1B of Block 160 Resurvey No. 3 as recorded in Map Book 211, Page 58 in the Office of the Judge of Probate of Jefferson County, Alabama, said point being the Southerly most corner of Lot 2A of said Block 160 Resurvey No. 3 lying on the Northwesternly right of way line of 5th Avenue South (an 80 foot wide public right of way); thence South 58 degrees 01 minutes 58 seconds West along the Southeasterly line of said Lot 1B and along said right of way line a distance of 10.10 feet to a point; thence North 31 degrees 58 minutes 51 seconds West (leaving said right of way line) a distance of 40.39 feet to a point at a common corner of said Lots 1B and 2A; thence North 58 degrees 01 minutes 09 seconds East along the common line of said Lots 1B and 2A a distance of 10.10 feet to a point at a common corner of said Lots 1B and 2A; thence South 31 degrees 58 minutes 51 seconds East along the common line of said Lots 1B and 2A a distance of 40.39 feet to the point of beginning.

Parcel D:

A parcel of land being a part of Lot 1B of Block 160 Resurvey No. 3 as recorded in Map Book 211, Page 58 in the Office of the Judge of Probate of Jefferson County, Alabama and lying in the Southwest Quarter of the Southeast Quarter of Section 36, Township 17 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at the Westerly most corner of Lot 2A of Block 160 Resurvey No. 3 as recorded in Map Book 211, Page 58 in the Office of the Judge of Probate of Jefferson County, Alabama, said point being the Southerly most corner of Lot 2B of said Block 160 Resurvey No. 3 and lying on the Northeasterly line of Lot 1B of said Block 160 Resurvey No. 3; thence South 31 degrees 58 minutes 51 seconds East along the common line of said Lots 1B and 2A a distance of 35.98 feet to a common corner of said Lots 1B and 2A; thence South 58 degrees 01 minutes 09 seconds West along the common line of said Lots 1B and 2A a distance of 10.10 feet to a common corner of said Lots 1B and 2A; THENCE North 31 degrees 58 minutes 51 seconds West a distance of 35.98 feet to a point; thence North 58 degrees 01 minutes 32 seconds East a distance of 10.10 feet to the point of beginning.

Parcel E:

A parcel of land being a part of Lot 1B of Block 160 Resurvey No. 3 as recorded in Map Book 211, Page 58 in the Office of the Judge of Probate of Jefferson County, Alabama and lying in the Southwest Quarter of the Southeast Quarter of Section 36, Township 17 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at the Northerly most property corner of Lot 1B of Block 160 Resurvey No. 3 as recorded in Map Book 211, Page 58 in the Office of the Judge of Probate of Jefferson County, Alabama, said point also being the Westerly most property corner of Lot 2B of said Block 160 Resurvey No. 3 and lying on the Southeasterly right of way line of 4th Avenue South (an 80 foot wide public right of way); thence South 31 degrees 58 minutes 51 seconds East (leaving said right of way line) along the common line of said Lots 1B and 2B a distance of 150.04 feet to the Southerly most corner of said Lot 2B, said point also being the Westerly most corner of Lot 2A of said Block 160 Resurvey No. 3; thence South 58 degrees 01 minutes 32 seconds West a distance of 10.10 feet to a point; thence North 31 degrees 58 minutes 51 seconds West a distance of 150.04 feet to a point on the Northwesterly line of said Lot 1B, said point also lying on the Southeasterly right of way line of said 4th Avenue South; thence North 58 degrees 01 minutes 00 seconds East along said right of way line and along said lot line a distance of 10.10 feet to the point of beginning.

All being situated in Jefferson County, Alabama.