

BK 0956 PG 0632



UCC-01

State of Mississippi UCC-1  
Financing Statement

1. Debtors (Last Name first for individuals)

Book & Page: \_\_\_\_\_

Filed with: \_\_\_\_\_

GOODMAN ROAD HOTEL ASSOCIATES, LLC.  
A Mississippi Limited Liability Company

Last Name	First Name	Middle Name	Last Name	First Name	Middle Name
1709 Clay Street					
Mailing Address					
Vicksburg	MS	75	39180		
City	State	Cty Cd	ZIP		
<input type="checkbox"/> Transmitting Utility					
Tax ID/SSN			Tax ID/SSN		

2. Secured Party (Last Name first for individuals)

3. Assignee (Last Name first for individuals)

BANK OF MISSISSIPPI					
Business Name					
1900 Cherry Street					
Mailing Address					
Vicksburg	MS	75	39180		
City	State	Cty Cd	ZIP		
Tax ID/SSN			Tax ID/SSN		

4. This financing statement covers the following types (or items) of property:

(See Attached Exhibit "A")

*To be filed in real estate records only.*

STATE MS.-DESOTO CO. FILED  
 DEC 15 9 21 AM '97  
 BK 956pg 632  
 W.E. DAVIS CH. CLK.

5. Check if this statement is filed without the Debtor's signature to perfect a security interest in collateral

- already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's location was changed to this state
- which is proceeds if the security interest in the original collateral was perfected
- acquired after a change of name, identity, or corporate structure of the Debtor
- where the original filing has lapsed
- if lien to secure payment of royalty proceeds (effective 1 year)

Office Use Only

6. Check if covered:  Products of Collateral

7. Number of additional sheets attached:

GOODMAN ROAD HOTEL ASSOCIATES, LLC.  
A Mississippi Limited Liability Company

Signature of Debtor By: <i>Howard L. Miller, Jr.</i> HOWARD L. MILLER, JR., MEMBER	Signature of Secured Party
Signature of Debtor By: <i>Don S. Miller</i> DON S. MILLER, JR. MEMBER	Signature of Secured Party (Required only when filed without Debtor Signature)
By: <i>C. Dan Adams member</i> C. DAN ADAMS, MEMBER	

EXHIBIT "A"

## UCC Financing Statement

For value received, Debtor hereby pledges, assigns, transfers, and grants a security interest in the following described collateral to Secured Party, to-wit (all of which is sometimes collectively referred to herein as the "Collateral"):

(a) All "Accounts Receivable" of Debtor related to the premises described on Exhibit "B" attached hereto and incorporated by reference herein (the "Premises") and the improvements to be constructed by Debtor thereon (the "Project"), being defined as all accounts receivable, instruments, chattel paper, general intangibles and contract rights, now or hereafter owned or acquired or arising, whether or not evidenced by a note or other instrument, however the same shall arise or be acquired, and all proceeds and collections thereof, all guaranties and other security therefor, all right, title, and interest of Debtor in the merchandise which gave rise thereto, any and all of Debtor's rights to payment for motor vehicles, parts, and other goods sold or leased or for services rendered, all claims against common carriers for goods and inventory lost in transit, the right of stoppage in transit, all returned, rejected, rerouted, or repossessed goods, the sale or lease of which shall have given rise to any account on any such instruments or chattel paper, the proceeds thereof and in all of Debtor's books and records relating to the foregoing (the "Accounts Receivable"); and

(b) All of Debtor's presently owned or hereafter acquired inventory related to the Premises and the Project, including without limitation, all goods held for sale, lease, or other disposal by the Debtor, including all used motor vehicles, all accessories and parts, and all raw materials, work in process, finished goods, and all materials used or consumed in Debtor's business, together with all proceeds and products thereof, additions and accessions thereof or thereto, replacements thereof, and substitutions therefor (the "Inventory"); and

(c) All right, title and interest of Debtor in and to all fixtures, attachments, appliances, equipment, machinery and other articles (the "Fixtures") now or hereafter attached to the buildings and improvements (the "Improvements") now or hereafter erected on the Premises now owned or hereafter acquired by Debtor and all replacements, replacement parts, repairs, repair parts, accessions, substitutions and accessories to any of the foregoing or affixed to any of the foregoing and all proceeds and products thereof; and

(d) All right, title and interest of Debtor in and to all personal property (the "Personal Property") now owned or hereafter acquired by Debtor and now or at any time hereafter located on or at the Premises or used or arising in connection therewith. The term "Personal Property" shall include but not be limited to: all goods, machinery, tools, building materials, proceeds (including tort claims and insurance proceeds), condemnation awards, utility deposits and refunds, equipment (including fire sprinklers and alarm systems, office, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusions of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), all indoor or outdoor furniture (including beds, tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall safes, furnishings, appliances (including iceboxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies, and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office, maintenance and other supplies, and any and all property of similar type or kind now or hereafter located on or at, or used in connection with, the Premises and all replacements, replacement parts, repairs, repair parts, accessions, substitutions, and accessories to or incorporated into any of the foregoing or affixed to any of the foregoing and all products of the foregoing; and

(e) All of Debtor's right, title, and interest in and to (both presently owned or hereafter acquired) all rents attributable to leasing of any part of the Premises and/or the Project, and all other income from the Premises and/or the Project; and

(f) All of Debtor's accounts, contract rights, leases, rents, income, general intangibles, instruments, documents, agreements, and rights to income with regard to the Project, the Premises, the Improvements, the Fixtures and the Personal Property, now owned or hereafter acquired and now due or which hereafter may become due, including all contract rights and general intangibles with regard to construction work to be performed on the Premises, all payment and performance bonds relating to said construction work, all architectural and engineering plans and specifications relating thereto, and with regard to the financing and operation of the Project, specifically including, without limitation, all rights, title, and interest of Debtor in, to, and under:

- (1) All operating, management and maintenance agreements relating, directly or indirectly, to the Premises or the Project; and
- (2) All agreements and leases for portions or all of the Premises or the Project, the Improvements, the Fixtures, the Personal Property and equipment,

telephone and computer systems relating to the Premises and the Project; and

(3) Intentionally Deleted

(4) Intentionally Deleted

(g) All of Debtor's right, title and interest in and to any and all awards, insurance proceeds or payments to Debtor, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any casualty or damage to the Premises, the Improvements and/or the Equipment, or (d) any other injury to or taking of, or decrease in the value of, the Premises; and

(h) All policies of insurance covering the above-described Collateral and proceeds thereof; and

(i) All proceeds and products of the above-described Collateral and all income and profits therefrom.

## EXHIBIT B

Lot 3, Revised Final Plat of Lots 3 and 4, Goodman/I-55 Subdivision, in Section 25, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 58, Page 16, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as beginning at an iron pipe found in the center line of Hungry Fisherman Drive (Private Drive), said iron pipe being in the north line of Lot 2, Goodman/I-55 Subdivision; thence South  $89^{\circ}56'04''$  West and along the north line of Lot 2 a distance of 590.11 feet to an iron pipe found, said iron pipe being in the northeast line of Interstate 55; thence North  $37^{\circ}29'13''$  West and along the northeast line of Interstate 55 a distance of 171.36 feet to an iron pipe set; thence North  $52^{\circ}30'47''$  East a distance of 60.00 feet to an iron pipe set; thence South  $89^{\circ}03'43''$  East a distance 428.85 feet to an iron pipe found, said iron pipe being in a south line of Lot 4; thence North  $89^{\circ}56'04''$  East and along a south line of Lot 4 a distance of 217.81 feet to a pk nail set, said pk nail being in the centerline of Hungry Fisherman Drive; thence South  $00^{\circ}03'56''$  East and along the said centerline a distance of 165.04 feet to the point of beginning. Containing 2.493 acres of land, more or less.

ALSO: A perpetual non-exclusive easement for ingress and egress across paved roadway known as Fisherman's Drive created by Warranty Deed and Easement recorded in Warranty Deed Book 165, Page 667, in the office of the Chancery Clerk of DeSoto County, Mississippi, and more particularly described by metes and bounds as follows, to-wit: BEGINNING at a point in the proposed west right-of-way of Fisherman's Drive and the north right-of-way of Goodman Road, said point being 375 feet east of a concrete right-of-way monument at the northeast corner of the intersection of the rights of way of Goodman Road and the northbound I-55 ramp; thence with said proposed Fisherman's Drive right-of-way North  $8^{\circ}39'13''$  West a distance of 209.79 feet to a point; thence North  $1^{\circ}49'43''$  West a distance of 654.23 feet to a point of curvature; thence with a curve to the left having a radius of 393.60 feet, a distance of 586.96 feet to a point of tangency, said point also being a point of taper; thence with taper North  $79^{\circ}40'40''$  West a distance of 151.33 feet to a point; thence North  $87^{\circ}16'20''$  West a distance of 210 feet to a point; thence North  $2^{\circ}43'40''$  East a distance of 50 feet to the proposed north right-of-way of Fisherman's Drive; thence with said proposed right-of-way South  $87^{\circ}16'20''$  East a distance of 210 feet to a point of taper; thence with said taper North  $85^{\circ}08'00''$  East a distance of 151.33 feet to a point of curvature; thence with a curve to the right having a radius of 483.60 feet, a distance of 721.18 feet to a point of tangency; thence South  $1^{\circ}49'43''$  East a distance of 648.87 feet to a point; thence South  $8^{\circ}39'13''$  East a distance of 209.79 feet to a point in the north right-of-way of Goodman Road; thence with said right-of-way South  $88^{\circ}04'42''$  West a distance of 90.04 feet to the point of beginning. Being situated in part of the Southwest Quarter of the Southeast Quarter of Section 25, Township 1 South, Range 8 West, Southaven, DeSoto County, Mississippi.