

**(Probate, Shelby)**

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
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**SCHEDULE 1  
TO  
UCC-1 FINANCING STATEMENT**

(1) All of Debtor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in Exhibit A attached hereto and made a part hereof;

(2) All of Debtor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate, including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;

(3) All right, title and interest of Debtor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;

(4) All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Debtor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones and telecommunication equipment, compartment safes, carpeting, window coverings and all proceeds of and substitutions and replacements for any such items;

(5) All of Debtor's:

(1) inventory, including all goods, merchandise, raw materials, supplies and other tangible personal property, now owned or hereafter acquired, and all documents now and at any time or times covering or representing any of said property;

(2) accounts, accounts receivable, contract receivables, contract rights, notes, drafts, acceptances, instruments, chattel paper and general intangibles, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising; and

(3) equipment, including all furniture, furnishings, machinery, storage shelves and other goods used in the conduct of Debtor's business, now owned or hereafter acquired;

(6) All rents, issues, profits, royalties, income and other benefits derived from the Real Estate including, without limitation, all such rents, issues, profits, royalties, income and benefits that are deemed to constitute accounts under applicable law (collectively, the "Rents"), now or hereafter existing or entered into;

(7) All interests, estates or other claims, both in law and in equity, that Debtor now has or may hereafter acquire in the Real Estate including, but not limited to all of Debtor's interest in any and all options to purchase the Real Estate that Debtor may have or may hereafter acquire;

(8) All easements, rights-of-way and rights now owned or hereafter acquired by Debtor used in connection with or as a means of access to the Real Estate including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances of and to such easements rights-of-way and rights, and all water and water rights and shares of stock evidencing the same;

(9) All interests of Debtor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate, now or hereafter existing or entered into, and all right, title and interest of Debtor under such leases and subleases, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(10) All right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Real Estate;

(11) All right, title and interest now owned or hereafter acquired by Debtor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate;

(12) All rights and interests of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate; and

(13) All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Debtor now has or may hereafter acquire in the Real Estate, and other proceeds from sale or disposition of real or personal property hereby secured that Debtor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate, including any award resulting from a change of grade of streets and any award for severance damages.

(14) All rights and interests of Debtor in and to the use of the name or tradename "Spanky's " whether arising pursuant to a franchise agreement or otherwise.



**EXHIBIT A  
TO  
UCC-1 FINANCING STATEMENT**

Legal Description

**PARCEL II**

That certain parcel of land situated in Shelby County, Alabama, which property is more particularly described as follows:

Commence at a point on the East right of way line of Alabama Highway 31 (Formerly U.S. 31) where the South right of way line of Pelham Street intersects said Highway in the Town of Pelham, Alabama and run thence South 12°30' East along said Highway 31 right of way a distance of 300.08 to a found rebar corner and the point of beginning of the property being described; thence continue along said right of way line South 11°46'52" East a distance of 199.55 feet to a found rebar corner; thence run North 89°52'54" East a distance of 298.42 feet to a found rebar corner; thence run North 33°01'56" East a distance of 229.57 feet to a found rebar corner; thence run South 89°40'08" West a distance of 464.31 feet to the point of beginning; situated in the Southwest quarter of Section 13, Township 20 South, Range 3 West. Situated in Shelby County, Alabama.

Inst # 2000-28836

08/23/2000-28836  
09:57 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 HHS 18.00