

☐ 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.

1. Return copy or recorded original to:

Richard K. Bonness, Esq.
Kutak Rock & Campbell
1650 Farnam Street
Omaha, NE 68102

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Spardee's Realty, Inc.
203 East Main Street
Spartanburg, SC 29301

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

William J. Wade, as co-trustee
of Secured Restaurants Trust
One Rodney Square
Wilmington, DE 19890
Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

027230
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 JAN -3 PM 2:20
JUDGE OF PROBATE

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

The Citizens and Southern National Bank
of South Carolina, as collateral agent
(See Schedule II attached hereto)

5. The Financing Statement Covers the Following Types (or items) of Property:

See Schedule I attached hereto, which property includes fixtures relating to the real property owned of record by Debtor described in Exhibit A attached hereto.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

0 0 0
1 0 0
2 0 0
3 0 0
5 0 0
7 0 0
8 0 0

Check X if covered: ☒ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected.
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed.

By:

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

SPARDEE'S REALTY, INC.

Type Name of Individual or Business

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$

8. ☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

(See attached Schedule II.)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

WILLIAM J. WADE, AS CO-TRUSTEE

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

SCHEDULE I

(LOCAL)

All of the following-described estate, property and interest of Debtor, whether now owned or hereafter acquired, together with all cash and noncash proceeds thereof, all of which may be collectively referred to herein as the "Mortgaged Estate":

A. Land, Rents and Derivative Interests. The real property described in Exhibit A attached to this Financing Statement and by this reference incorporated herein (the "Property"); all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "rents"); all estate, right, title and interest of Debtor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all right, title and interest of Debtor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property now owned or hereafter acquired; all interests, estate or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Property; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all right, title and interest of Debtor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

B. Improvements. Any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (the "Improvements");

C. Personal Property. All right, title and interest of Debtor now owned or hereafter acquired, if any, in and to all tangible personal property now or at any time hereafter located on or at the Property or used in connection therewith, including, but not limited to: all building materials stored on the Property, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating and refrigerating equipment, equipment for electronic monitoring, entertainment, recreation, window

or structural cleaning, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including dishwashers, garbage disposal units, 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 maintenance and other supplies (the "Personal Property");

D. Intangibles. All of Debtor's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Mortgaged Estate, whether now existing or entered into or obtained after the date hereof, all existing and future names (to the extent the rights to such names are held by Debtor) under or by which the Mortgaged Estate or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all existing and future telephone numbers and listings, advertising and marketing materials, trademarks and good will in any way relating to the Mortgaged Estate or any portion thereof;

E. Claims and Awards. All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereafter acquire in the Mortgaged Estate, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Estate, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages, and Debtor has authorized, directed and empowered Secured Party, at Secured Party's option, on Debtor's behalf, or on behalf of the successors or assigns of Debtor, to adjust, compromise, claim, collect and receive such proceeds and to give proper receipts and acquittances therefor; and

F. Proceeds, Etc. All revenues, issues, products, accessions, substitutions, replacements, profits and proceeds of and from any or all of the foregoing.

SCHEDULE II

(AL, GA)

Assignment


SECURED PARTY has collaterally assigned all of its right, title and interest with respect to this Financing Statement (and the related collateral) to the following ASSIGNEE:

The Citizens and Southern National Bank
of South Carolina, as collateral agent
295 Greystone Blvd., Dept. 5023
Columbia, SC 29210

Pursuant to the provisions of the Collateral Assignment Agreement dated as of November 1, 1990 (the "Agreement") among Secured Party, Assignee, Financial Security Assurance Inc. ("Financial Security") and The Citizens and Southern Bank of South Carolina, as bond trustee ("Bond Trustee") for the bondholders of the \$225,000,000 Secured Restaurants Trust Guaranteed Secured Bonds due 2000, ASSIGNEE is acting as collateral agent for the benefit of Financial Security and Bond Trustee as their interests may appear under the Agreement.

The undersigned has executed this financing statement solely in his capacity as co-trustee for Secured Restaurants Trust, a Delaware business trust existing pursuant to an Amended and Restated Trust Agreement dated as of October 15, 1990, as the same may be amended or restated from time to time (the "Trust Agreement") between Spartan Holdings, Inc. and Wilmington Trust Company.

SECURED PARTY:



WILLIAM J. WADE, not individually or personally but solely as co-trustee under the Trust Agreement

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EXHIBIT A

LEGAL DESCRIPTION

The real property located in the City of Alabaster, County of Shelby, State of Alabama, more particularly described as follows:

A part of the Southwest quarter of the Southwest quarter of Section 25, Township 20 South, Range 3 West and the Southeast quarter of the Southeast quarter of Section 26, Township 20 South, Range 3 West more particularly described as follows: Begin at the Southwest corner of Section 25 and run East along the South line of said Section 25 a distance of 130.60 feet to a point on the Westerly right-of-way line of U.S. Highway 31; thence turn an angle to the left of $75^{\circ} 29'$ and run Northerly along said Westerly right-of-way line a distance of 34.0 feet to the point of beginning of the tract herein described; thence continue along said Westerly right-of-way line a distance of 166.0 feet to a point; thence turn an angle to the left of $90^{\circ} 00'$ and run Westerly a distance of 269.93 feet to a point on the Easterly right-of-way line of the Louisville and Nashville Railroad; thence turn an angle to the left of $97^{\circ} 38' 30''$ and run Southerly along said Easterly right-of-way line a distance of 167.49 feet to a point; thence turn an angle to the left of $82^{\circ} 21' 30''$ and run Easterly a distance of 247.66 feet to the point of beginning.

STATE OF ALA. SHELBY CO.
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John A. Shunk
JUDGE OF PROBATE