# STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

(2)

# Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANGKA, MN. 55303
(612) 421-1713

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No of Additional Sheets Presented:	5	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
Return copy or recorded original to:	1 2.2.2.2.		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
Richard T. Kortwright Mayer, Brown & Platt 787 Seventh Avenue, Suit New York, New York 1001			
Pre-paid Acct. #			n n n n
Shoney's, Inc.  1727 Elm Hill Pike Nashville, Tennessee 3 Attn: W. Craig Barber  Social Security/Tax ID #	(Last Name First i		CE TO LISS OF THE WAY WELL TO SEE THE
Social Security/Tax ID #			FILED WITH: Probate Office for Shelby County
3. NAME AND ADDRESS OF SECURED PARTY) (Las Canadian Imperial Bank  New York Agency, as  425 Lexington Avenue  New York, New York 100  Attn: Vice President,  Social Security/Tax ID #	of Commerce, collateral ag 017	ent	4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
☐ Additional secured parties on attached UCC-E			
5. The Financing Statement Covers the Following Types	(or items) of Property:		
See Schedule A.			5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:  5_ 0_ 0
		,	See accompanying mortgage tax
Check X if covered: Products of Collateral are als		collatoral	order dated July 19, 1993.  7. Complete only when filing with the Judge of Probate:
<ul> <li>6. This statement is filed without the debtor's signature to (check X. if so)</li> <li>already subject to a security interest in another jurisd</li> </ul>			The initial indebtedness secured by this financing statement is \$
<ul> <li>already subject to a security interest in another jurisd to this state.</li> <li>which is proceeds of the original collateral described</li> </ul>	liction when debtor's location	changed	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
perfected.  acquired after a change of name, identity or corporate			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)
as to which the filing has lapsed.			( loganos om a mare manos societo orginare a societo of
Signature(s) of Debtor(s)  Signature(s) of Debtor(s)  Shoney's Inc.  Type Name of Individual or Business	-Avance + C	60	Canadican Selmpervia) br Bank of Commerce,  New York Agency, as collateral agent  Type Name of Individual or Business

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT

(4) FILE COPY - SECURED

(1) FILING OFFICER COPY - ALPHABETICAL

(2) FILING OFFICER COPY - NUMERICAL

DEBTOR: Shoney's, Inc. EMPLOYER ID. NO.:

#### SCHEDULE A

attached to and made part of Uniform Commercial Code Form UCC-1 Financing Statement for Shoney's, Inc.

ITEM A: ADDRESSES

DEBTOR: Shoney's, Inc.

1727 Elm Hill Pike

Nashville, Tennessee 37210

Attn: W. Craig Barber

SECURED

PARTY: Canadian Imperial Bank of Commerce, New York Agency,

as Collateral Agent (the "Collateral Agent")

425 Lexington Avenue New York, New York 10017

Attn: Vice President, Syndications

#### ITEM B: COLLATERAL DESCRIPTION

This financing statement is filed covering any and all interest of the Debtor in and to all buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the property described in Exhibit A attached hereto and owned or purported to be owned by the Debtor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the property described in Exhibit A attached hereto and owned or purported to be owned by the Debtor, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment, booths, counters and signs.

Land in Shelby County, Alabama described as follows: .

Commence at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 36, Township 18 South, Range 2 West, and run in an Easterly direction along the Northerly line of said Quarter-Quarter section a distance of 669.20 feet to the point of beginning: thence continue along the last stated course a distance of 112.30 feet to a point, thence 117 degrees 04 minutes to the right in a Southwesterly direction a distance of 273.05 feet to a point on the Northeasterly right of way line of U. S. Highway No. 280; thence 89 degrees 59 minutes to the right in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway No. 280 a distance of 100.00 feet to a point; thence 90 degrees 01 winutes to the right in a Northeasterly direction a distance of 221.98 feet to the point of beginning.

Record Owner - Andress Company, Inc.

RETURN DOCUMENT TO
CHICAGO TITLE INSURANCE COMPANY
171 NORTH CLARK STREET
CHICAGO, ILLINOIS 60601
ATTN: LORETTA KARP

STORE #5737

51te 1.6.2

# PARCEL I:

A parcel of land situated in the Northwest quarter of the Southeast quarter of Section 36, Township 18 South, Range 2 West, being more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of the Southeast quarter of Section 36, Township 18 South, Range 2 West, and run in an Easterly direction along the Northerly line of said quarter-quarter section a distance of 556.90 feet to the point of beginning; thence continue along the last stated course a distance of 112.30 feet to a point; thence 117 degrees 04 minutes to the right in a Southwesterly direction a distance of 221.98 feet to a point of the Northeasterly right of way line of U. S. Highway No. 280; thence 89 degrees 59 minutes to the right in a Northwesterly direction along the Northeasterly right of way line of U. S. Highway No. 280 a distance of 100.00 feet to a point; thence 90 degrees 01 minutes to the right in a Northeasterly direction a distance of 170.91 feet to the point of beginning.

Situated in Shelby County, Alabama.

#### PARCEL II:

A part of the Northwest quarter of the Southeast quarter of Section 36, Township 18 South, Range 2 West, being more particularly described as follows:

Commence at the Northwest corner of said quarter-quarter section and run Easterly along the North line of said quarter-quarter section a distance of 523.21 feet to the point of beginning; thence continue along last stated course a distance of 33.69 feet to a point; thence 117 degrees 04 minutes to the right in a Southwesterly direction a distance of 170.91 feet to a point on the Northeasterly Right-of-Way line of U. S. Highway No. 280; thence 89 degrees 59 minutes to the right in a Northwesterly direction along said Right-of-Way line a distance of 30.0 feet to a point; thence 90 degrees 01 minutes to the right in a Northeasterly direction a distance of 155.59 feet to the point of beginning.

Situated in Shelby County, Alabama.

Record Owner: Andress Company, Inc.

STORE #3701

was a superior of the control of the

### BEFORE THE ALABAMA DEPARTMENT OF REVENUE

In re:

§ A proceeding authorized by

CANADIAN IMPERIAL BANK OF

§40-22-2(8), <u>Code of Alabama</u>,

COMMERCE, NEW YORK AGENCY §

1975

Petitioner,

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## MORTGAGE TAX ORDER

Comes now the Petitioner, Canadian Imperial Bank of Commerce, New York Agency, as Collateral Agent under a Security Agreement dated as of July 20, 1993 executed by Shoney's, Inc., in favor of Petitioner (the "Security Agreement"), and asks the Department of Revenue to fix and determine the amount of mortgage privilege tax due pursuant to § 40-22-2(8), Code of Alabama, 1975, as amended, for the privilege of filing certain financing statements (the "Financing Statements") in the fixtures of Shoney's, Inc. (the "Fixtures") under the Alabama Uniform Commercial Code in connection with the Security Agreement, the Security Agreement securing the indebtedness that is secured by personal properties located both within and without the State of Alabama.

Upon consideration of said Petition and evidence offered in support thereof, the State Department of Revenue finds as follows:

- 1. That the total amount of indebtedness presently secured by the Security Agreement is \$125,000,000.00.
- 2. That the Security Agreement is an open-end security agreement which may secure future advances, therefore, the Petitioner has filed a bond with this Department pursuant to § 40-22-2(2) a, supra.
- 3. That the value of the Fixtures and other properties secured by the Security Agreement and other security documents executed substantially simultaneously with the Security Agreement and securing the indebtedness secured by the Security Agreement, is \$138,717,000.00.
- 4. That the value of the Fixtures and other properties covered by the Security Agreement and located within the State of Alabama is \$3,979,500.00, or two and eighty-seven/one hundredths percent (2.87%) of the total value of all the properties located both within and without the State of Alabama securing the indebtedness secured by the Security Agreement.
- 5. That the amount of indebtedness allocable to the State of Alabama and upon which tax is due is \$3,587,500.00.

- 6. That the mortgage privilege tax to be paid, at the rate of \$.15 per \$100.00, or fraction thereof, is \$5,381.25.
- 7. That the mortgage tax is to be distributed to the counties wherein the Financing Statements are filed according to the relative property values in each Alabama county as follows:

COUNTY	<u>VALUE</u>	PERCENTAGE OF TOTAL VALUE IN ALABAMA	
Barbour	\$ 498,200.00	12.52 ព្រំ	1117 1171 15.83 15.83 15.83
Coffee	\$ 97,600.00	2 45	M W H
Houston	\$ 514,900.00	12.94	力を言
Marshall	\$ 405,500.00	10.19	* 7.4 %
Montgomery	\$1,872,300.00	47.05	· · · · · · · · · · · · · · · · · · ·
Shelby	\$ 591,000.00	14.85	•

IT IS, THEREFORE, ORDERED that the Judge of Probate of Montgomery County, Alabama, wherein the first of the Financing Statements is to be filed, shall collect mortgage tax in the amount of \$5,381.25, plus any filing fees that may be due, and, after deducting the Probate Judge's commission, shall make distribution of such tax to the other counties and in the percentages set out in Paragraph 7 above.

DONE at the Capital, Montgomery, Alabama, this 194 day of July, 1993.

STATE DEPARTMENT OF REVENUE

Assistant Commissioner of Revenue

ATTEST:

As Secretary

Inst. \* Legal Division

SHELBY COUNTY JUDGE OF PROBATE

19.00