

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

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

REORDER FROM:  
American Printing Co.  
(205) 254-3171

☐ 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:

LAWSON AND DAVIS  
Pamela Byerly Watkins  
2200 Peachtree Center Tower  
230 Peachtree Street, N.W.  
Atlanta, Georgia 30303

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

SHOGUN JAPANESE STEAKHOUSE, INC.  
4618 U.S. Highway 280 South  
Birmingham, Alabama 35242

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)

THE CITIZENS BANK  
402 Washington Street  
Gainesville, Georgia 30501

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

SEE SCHEDULE 1 ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

REAL ESTATE MORTGAGE FILED SIMULTANEOUSLY WITH TAXES PAID THEREON;  
THEREFORE, NO TAX IS DUE HEREIN. FILED AS ADDITIONAL SECURITY TO  
A MORTGAGE RECORDED AT BOOK 1994, PAGE 10438 ON 3-30-94 (DATE).

JUST #

FOR A DESCRIPTION OF REAL ESTATE SEE EXHIBIT "A".

RECORD OWNER OF REAL ESTATE: ~~XXXXXXXX~~ KI CHON CHOI AND SEUNG WOO CHOI

THIS UCC-1 IS TO BE CROSS-INDEXED IN MORTGAGE RECORDS.

Check X if covered. ☒ Products of Collateral are also covered. Filed: Shelby County Probate Judge

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.

SHOGUN JAPANESE STEAKHOUSE, INC.

BY: *[Signature]*

ATTEST: *[Signature]* President

*[Signature]* Secretary (CORPORATE SEAL)

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

The initial indebtedness secured by this financing statement is \$880,000.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$Mtg. filed simultan-

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)

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

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

Type Name of Individual or Business

1994-10441  
03/30/1994-10441  
04:06 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 19.00

SCHEDULE 1

DEBTOR: SHOGUN JAPANESE STEAKHOUSE, INC.

SECURED PARTY: THE CITIZENS BANK

DESCRIPTION OF  
COLLATERAL:

All of the following property of the Debtor, whether now owned or hereafter acquired or arising, wherever located, including without limitation, on the real property known as 4618 U.S. Hwy. 280 South, Birmingham, Alabama 35242 as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

1. All rights of the Debtor to payment for goods sold or leased, or to be sold or to be leased, or for services rendered, howsoever evidenced or incurred; including, without limitation, all accounts, instruments, chattel paper and general intangibles, all returned, or repossessed goods and all books, records, computer tapes, programs, and ledger books arising therefrom or relating thereto, whether now owned or hereafter acquired or arising;
2. All finished goods inventory of the Debtor including, without limitation, all goods of the Debtor held for sale or lease or furnished or to be furnished under contracts of service, all goods held for display or demonstration, goods on lease or consignment, returned or repossessed goods, and supplies used or consumed in the Debtor's business, together with all documents, documents of title, dock warrants, dock receipts, warehouse receipts, bills of lading or orders for the delivery of all, or any portion, of the foregoing, whether now owned or hereafter acquired or arising;
3. All equipment of the Debtor, including, but not limited to, all that machinery and equipment more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof, all machinery, furniture, furnishings, leasehold improvements, fixtures, forklifts, rolling stock, dies and tools and personal property of any kind of Debtor, together with all accessories and attachments thereto, all replacements and substitutes used or useful in the Debtor's business, whether now owned or hereafter acquired or arising. Some of the foregoing are or may become fixtures affixed to the real property described herein;

4. All of Debtor's present and future right, title and interest in and to all contracts, agreements, plans, governmental authorizations, consents, licenses, approvals, permits and other documents that concern or relate to the Land and/or the construction of improvements on the Land;
5. All property of Debtor left with Secured Party or in its possession now or hereafter and any balance or deposit account of Debtor and all drafts, checks and other items deposited in or with Lender by Debtor for collection or safekeeping, with full authority given Secured Party, upon the occurrence of any Event of Default as set forth in the various loan documents between Debtor and Secured Party, to charge any or all such indebtedness of Debtor without notice or demand against any obligation secured hereby.
6. All products and/or proceeds of any of the foregoing, including, without limitation, insurance proceeds.



EXHIBIT "A"

Lot 3 of Key Pointe Shopping Center also a part of Lot 4, of Key Pointe Shopping Center as recorded in Map Book 13, page 61, in the Probate Office of Shelby County, Alabama. A part of Lot 4 more particularly described as follows:

Begin at the Northwest corner of Lot 4 of Key Pointe Shopping Center for a point of beginning, thence run South  $50^{\circ}48'25''$  East along the Northeast line of said Lot 4 for a distance of 114.27 feet to the Southerly corner of Lot 3 for Key Pointe Shopping Center; thence run South  $39^{\circ}11'35''$  West for a distance of 38.21 feet; thence run North  $51^{\circ}07'16''$  West for a distance of 83.06 feet to the West line of said Lot 4; thence run North  $00^{\circ}17'00''$  East along the West line of said Lot 4 for a distance of 49.69 feet to the point of beginning.

This is the same property as hereinafter described:

Commence at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 36, Township 18 South, Range 2 West; thence run north along the west line of said quarter-quarter section North  $00^{\circ}17'00''$  East a distance of 289.28 feet to the point of beginning; thence continue along last described course a distance of 327.48 feet to the southerly right of way of Highway 280; thence run South  $61^{\circ}47'04''$  east along said right of way a distance of 67.24 feet; thence run North  $28^{\circ}12'56''$  East, a distance of 10.00 feet to a point of a curve to the right having a radius of 2230.00 feet and a central angle of  $05^{\circ}49'54''$  East, thence run south  $58^{\circ}52'09''$  East along the chord of said curve a chord distance of 226.89 feet; thence leaving said right of way run south  $39^{\circ}11'35''$  west a distance of 308.81 feet; thence run North  $51^{\circ}07'16''$  West a distance of 83.06 feet to the point of beginning.

Exhibit "B"

SHOGUN - BIRMINGHAM

SUSHI BAR

QTY	NAME	MANUFACTURE CO.	MODEL NUMBER	PRICE	TOTAL PRICE
2	Sushi Case	Hoshizki	A00628	1,500.00	3,000.00
1	Under Counter Cooler	Beverage Air		1,400.00	1,400.00
1	Hand Sink	Superior Product		180.00	180.00

BAR & LOUNGE

1	Blender	Hamilton	6-M-156	85.00	85.00
1	Beer Cooler	Beverage Air		1,400.00	1,400.00
1	Under Counter Sink W/ice Bin	Budget	7-G-218	590.00	590.00
1	Sake Warmer	Mitsubishi	SL-2200	450.00	450.00

TEPPAN DINING ROOM

20	Teppan Griddle	Wolf	88610-6-J82	1,850.00	37,000.00
20	Teppan Hood	Local		1,000.00	20,000.00
20	Fire Ensel	Local		300.00	6,000.00
20	Gas Equipment	Local		200.00	4,000.00
20	Teppan Table	Local		200.00	4,000.00

WAITRESS STATION

1	Waitress Station Counter	All Metal Food Co.		2,000.00	2,000.00
1	Soup Pot			110.00	110.00
1	Tea Pot			110.00	110.00

KITCHEN

1	Ice Maker	Scottsman	CMS14	4,425.00	4,425.00
1	10' Hood	Local		1,500.00	1,500.00
1	3 Comp. Sink			700.00	700.00
1	Walk-in Cooler-Freezer Comb.	Vollrath		7,500.00	7,500.00
1	8' Work Table			500.00	500.00
3	4' Work Tables			200.00	600.00
230	Chairs			50.00	11,500.00
1	Broiler 24"	Radiant	6124RCB	645.00	645.00
1	Burner 36"	FRA	GR10	1,123.00	1,123.00
1	Fryer 40"	Radiant	GF145D	850.00	850.00
1	Soup Pot Rack	FRA	SP-65	546.00	546.00

2 Cash Registers

Inst # 1994-10441

2,500.00 5,000.00

Grand Totals

\$115,214.00

03/30/1994-10441  
04:06 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 19.00