

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

*Shelby City*

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

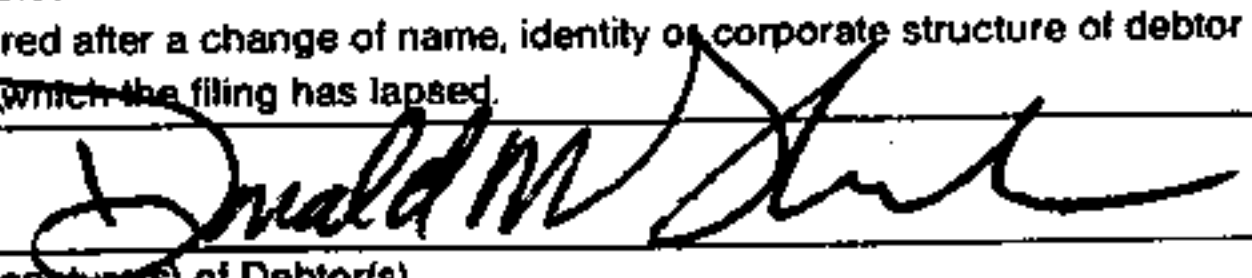

JULIUS BLUMBERG, INC. N.Y.C. 10013

<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.
1. Return copy or recorded original to:  FRANCHISE MORTGAGE ACCEPTANCE COMPANY LLC 600 Steamboat Road Greenwich, Connecticut 06830 Attention: Ms. Charan J. Chanana		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
Pre-paid Acct. # _____ 2. Name and Address of Debtor (Last Name First if a Person)  TACALA, INC. 100 Chase Park South, Suite 100 Birmingham, Alabama 35244  Social Security/Tax ID # _____		<div style="writing-mode: vertical-rl; transform: rotate(180deg);">             Inst # 1996-25876               08/09/1996-25876              02:01 PM CERTIFIED              SHELBY COUNTY JUDGE OF PROBATE              007 MCD 21.00           </div>
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)  BORDER PROPERTIES, LTD. 100 Chase Park South, Suite 100 Birmingham, Alabama 35244  Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E 3. SECURED PARTY (Last Name First if a Person)  FRANCHISE MORTGAGE ACCEPTANCE COMPANY LLC 600 Steamboat Road Greenwich, Connecticut 06830  Social Security/Tax ID # _____		
<input type="checkbox"/> Additional secured parties on attached UCC-E 4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)		
5. The Financing Statement Covers the Following Types (or items) of Property:  See Rider A attached hereto and made a part hereof.  This financing statement is filed as additional security for the indebtedness secured by mortgages filed 3/13/96 Book 528, Page 158 and 3/18/96 Book 419 Page 222, executed by the debtor in favor of the secured party and recorded concurrently with the filing of this financing statement.		

*Shelby, AL*  
*10781F*  
*615329*

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

000	---
200	---
300	---
500	---
700	---
800	---

Check X if covered: <input type="checkbox"/> 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) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed.	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. <input type="checkbox"/> 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 Debtor(s)  _____ Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies) (Required only if filed with debtor's Signature — see Box 6)  _____ Signature(s) of Secured Party(ies) or Assignee
Type Name of Individual or Business _____	Type Name of Individual or Business _____

## **RIDER A TO FINANCING STATEMENT ON FORM UCC-1**

### **DEBTOR**

TACALA, INC.  
d/b/a Taco Bell Store No. 3839  
100 Chase Park South, Suite 100  
Birmingham, Alabama 35244

Tax Identification Number: [REDACTED]

BORDER PROPERTIES, LTD. (AL) (L.P.), doing business in Alabama as Border Properties, Ltd.  
d/b/a Taco Bell Corp. Store No. 3839  
100 Chase Park South, Suite 100  
Birmingham, Alabama 35244

Tax Identification Number: [REDACTED]

### **SECURED PARTY**

Franchise Mortgage Acceptance Company LLC  
600 Steamboat Road  
Greenwich, CT 06830  
Attn: Charan J. Chanana

### **COLLATERAL**

All goods (including inventory and equipment), general intangibles (other than the Debtor's Franchise Agreement with Taco Bell Corp. (the "Franchise Agreement") and license thereunder), accounts, certificates of title, fixtures, money, instruments, securities, documents, chattel paper, deposits, credits, claims, demands and other personal property, now or hereafter owned, acquired held, used, sold or consumed in connection with the Debtor's business of operating Taco Bell Corp. restaurant number 3839 and any other property, rights and interests of Debtor which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, for any purpose; all additions thereto, substitutions therefor and replacements thereof, all interest, income, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of the Franchise Agreement and all moneys which may become payable under any policy insuring the Collateral or otherwise required to be maintained under the Pledge and Security Agreement entered into by and between Debtor and Secured Party (the "Security Agreement") (including return of unearned premium); and all products and proceeds of the foregoing. In addition to granting a security interest in

the Collateral, Debtor has entered into a "negative pledge" pursuant to which, among other things, the Debtor has agreed not to transfer, grant any security interest in, or otherwise encumber or dispose of the Franchise Agreement or, except with the Secured Party's consent or as expressly permitted in the Security Agreement, any of the Collateral.

**PROPERTY**

Location: 1013 Hwy 19 North  
Thomaston, Georgia

Record  
Owner: BORDER PROPERTIES, LTD. (AL) (L.P.), doing business in Alabama as  
Border Properties, Ltd.

Legal  
Description: See attached

TAGALA, INC.

By: 

Name: Donald M. Ghareeb  
Title: President

BORDER PROPERTIES, LTD. (AL) (L.P.),  
doing business in Alabama as Border Properties,  
Ltd.

By: KAROLINA ROASTERS, INC., its  
general partner

By: 

Name: Donald M. Ghareeb  
Title: President

FRANCHISE MORTGAGE ACCEPTANCE  
COMPANY LLC

By: 

Name: Charan J. Chanana  
Title: Vice President

## **RIDER A TO FINANCING STATEMENT ON FORM UCC-1**

### **DEBTOR**

TACALA, INC.  
d/b/a Taco Bell Store No. 4234  
100 Chase Park South, Suite 100  
Birmingham, Alabama 35244

Tax Identification Number: [REDACTED]

BORDER PROPERTIES, LTD. (AL) (L.P.), doing business in Alabama as Border Properties, Ltd.  
d/b/a Taco Bell Corp. Store No. 4234  
100 Chase Park South, Suite 100  
Birmingham, Alabama 35244

Tax Identification Number: [REDACTED]

### **SECURED PARTY**

Franchise Mortgage Acceptance Company LLC  
600 Steamboat Road  
Greenwich, CT 06830  
Attn: Charan J. Chanana

### **COLLATERAL**

All goods (including inventory and equipment), general intangibles (other than the Debtor's Franchise Agreement with Taco Bell Corp. (the "Franchise Agreement") and license thereunder), accounts, certificates of title, fixtures, money, instruments, securities, documents, chattel paper, deposits, credits, claims, demands and other personal property, now or hereafter owned, acquired held, used, sold or consumed in connection with the Debtor's business of operating Taco Bell Corp. restaurant number 4234 and any other property, rights and interests of Debtor which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, for any purpose; all additions thereto, substitutions therefor and replacements thereof, all interest, income, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of the Franchise Agreement and all moneys which may become payable under any policy insuring the Collateral or otherwise required to be maintained under the Pledge and Security Agreement entered into by and between Debtor and Secured Party (the "Security Agreement") (including return of unearned premium); and all products and proceeds of the foregoing. In addition to granting a security interest in



the Collateral, Debtor has entered into a "negative pledge" pursuant to which, among other things, the Debtor has agreed not to transfer, grant any security interest in, or otherwise encumber or dispose of the Franchise Agreement or, except with the Secured Party's consent or as expressly permitted in the Security Agreement, any of the Collateral.


**PROPERTY**

Location: 400 East First Street  
Vidalia, Georgia

Record  
Owner: BORDER PROPERTIES, LTD. (AL) (L.P.), doing business in Alabama as  
Border Properties, Ltd.

Legal  
Description: See attached

TACALA, INC.


By:   
Name: Donald M. Ghareeb  
Title: President

BORDER PROPERTIES, LTD. (AL) (L.P.),  
doing business in Alabama as Border Properties,  
Ltd.

By: KAROLINA ROASTERS, INC., its  
general partner

By:   
Name: Donald M. Ghareeb  
Title: President

FRANCHISE MORTGAGE ACCEPTANCE  
COMPANY LLC

By:   
Name: Charan J. Chanana  
Title: Vice President

3839

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 230 of the 10th Land District, Upson county, Georgia, being more particularly described as follows:

To find the TRUE POINT OF BEGINNING start at the intersection of the former westerly R/W of U. S. Highway 19 (prior to the 15 foot dedication recorded in Deed Book 322, page 309, Upson County, Georgia Records) and the centerline of County Road; thence running south along the former westerly R/W line of U. S. Highway 19 a distance of 1341.03 feet to a point; thence continuing in a southerly direction along the former southerly R/W of U. S. Highway 19 164.22 feet along an arc of a circular curve to the right (said curve having a radius of 1869.89 feet) to a point; thence continue along the former southerly R/W of U.S. Highway 19 south 12 degrees 11 minutes 00 seconds west 746.78 feet to a point; thence north 77 degrees 49 minutes 00 seconds west 15.00 feet to a nail on the existing westerly R/W of U.S. Highway 19, being the TRUE POINT OF BEGINNING; thence, continuing along said R/W, south 12 degrees 11 minutes 00 seconds west 108.07 feet to a point; thence continuing along said R/W along an arc a distance of 20.27 feet, said arc being subtended by a chord bearing of south 11 degrees 38 minutes 20 seconds west and having a chord distance of 20.27 feet with a radius of 1066.35 feet to an iron pin; thence, leaving said R/W, south 89 degrees 36 minutes 03 seconds west 226.64 feet along the northern side of a 60-foot wide easement area to a nail; thence north 12 degrees 11 minutes 00 seconds east 177.71 feet along the eastern boundary of property belonging now or formerly to Thomaston Retail Associates, Ltd. to a nail; thence south 77 degrees 49 minutes 00 seconds east 221.00 feet along the boundary of property belonging now or formerly to Thomaston Retail Associates, Ltd. to a nail, being the TRUE POINT OF BEGINNING.

Said tract contains 0.777 acres or 33,824 square feet as per the survey prepared for Taco Bell by Rochester & Associates, Inc., B. K. Rochester, Jr., G.R.L.S. No. 1534, dated July 21, 1988, last revised September 2, 1988.

TOGETHER WITH the rights, easements, privileges, and obligations appurtenant to the above-described land created and established under that certain Declaration of Restrictions, Covenants and Easements by Thomaston Retail Associates, Ltd., dated October 3, 1986, filed October 6, 1986, and recorded in Deed Book 320, page 756, Records of Upson County, Georgia.

For additional stipulations, see Exhibit "A" attached hereto.

Said Company shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

ALL THAT TRACT OR PARCEL OF LAND, situate, lying and being in the State of Georgia, County of Toombs, City of Vidalia, located in the 51st G.M. District, and being more particularly described as follows:

To Find the True Point of Beginning, begin at an iron pin at the intersection of the Southeasterly right-of-way of Durden Street and the Southerly right-of-way of South Main Street; thence running South 63 degrees 47 minutes 06 seconds East along the Southerly right-of-way of South Main Street a distance of 140.0 feet to an iron pin; thence South 63 degrees 47 minutes 06 seconds East a distance of 135.02 feet to an iron pin; thence South 63 degrees 38 minutes 03 seconds East a distance of 69.91 feet to a point; thence South 63 degrees 53 minutes 08 seconds East a distance of 130.54 feet to a point; thence South 63 degrees 58 minutes 31 seconds East a distance of 285.19 feet to a point; thence south 26 degrees 01 minutes 17 seconds West a distance of 95.31 feet to an iron pin; thence South 26 degrees 01 minutes 17 seconds West a distance of 8.80 feet to a concrete monument; thence South 26 degrees 01 minutes 17 seconds West a distance of 217.79 feet to a point; thence North 63 degrees 58 minutes 43 seconds West a distance of 58.16 feet to the TRUE POINT OF BEGINNING; thence North 63 degrees 58 minutes 43 seconds West distance of 50.0 feet to a point; thence North 26 degrees 01 minutes 17 seconds East a distance of 100.00 feet to a point; thence South 63 degrees 58 minutes 43 seconds East a distance of 50.00 feet to a point; thence South 26 degrees 01 minute 17 seconds West a distance of 100.00 feet to a point and the POINT OF BEGINNING. As more particularly shown on that Survey for Taco Bell by John R. Christopher, a Georgia Registered Land Surveyor, dated 1-19-90.

Together with those appurtenant easements contained in that certain Reciprocal Easement Agreement between First Street Partners, Ltd. and Vidalia Plaza, Inc. recorded in Deed Book 199, Page 296, in the Office of the Clerk of the Superior Court, Toombs County, Georgia.

Together with those appurtenant easements contained in that certain Easement Agreement between Ivy Ridge Plaza Associates, L.P. and First Street Partners, Ltd., dated May 2<sup>nd</sup>, 1990, recorded in Deed Book 289, Page 330-337, aforesaid records.

TOGETHER WITH the rights, easements, privileges, and obligations appurtenant to the above-described land created and established under the following:

- (a) Reciprocal Easement Agreement by and between First Street Partners, Ltd., and Vidalia Plaza, Inc., dated December 12, 1985, filed December 19, 1985, and recorded in Deed Book 199, page 296, Records of Toombs County, Georgia; and
- (b) Easement Agreement by and between Ivy Ridge Plaza Associates, L.P., and First Street Partners, Ltd., dated May 2, 1990, filed May 7, 1990, and recorded in Deed Book 289, page 330, aforesaid records.

08/09/1996-25876  
02:01 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
007 HCD 21.00