STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA. Shelloy (ty

Important: Read Instructions on Back Before Filling out Form.

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

This Short of Filling Officers Party This Principle Party This Short of Filling Officers Party This Short officers Party Pa	e Debtor is a transmitting utility defined in ALA CODE 7-9-105(a). No. of Additional Sheets Presented:		This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	
FRANCHISE MORTGACE ACCEPTANCE COMPANY LLC 600 Streambout Road Greenvich, Connecticut 06830 Artention: Ms. Oneron J. Changes Fig. Native and Address of Debtor Franchise South, Suite 100 Birmingham, Alabama 33244 Social Security Tract ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # Social Security Tract ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # Social Security Tract ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # Social Security Tract ID # Social Security Tract ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # Social Security Tract ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # Social Security Tract ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # Social Security Tract ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # Social Security Tract ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # Social Security Tract ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # Social Security Tract ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # A ASSOCIATE OF SECURED PANTY Franchistis Support ID # A ASSOCIATE OF SECURED PANTY Franchisti		Sheets Presented:	THIS SPACE FOR USE OF FILING OFFICER	
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Social Security/Tax 10 #	3. SECURED PARTY) (Last Name First if a Person)	_	4. ASSIGNEE OF SECURED PARTY	
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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:

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:

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

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

President Title:

FRANCHISE MORTGAGE ACCEPTANCE

COMPANY LLC

Charan J. Chanana

Vice President Title:

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:

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:

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

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:

Charan J. Chanana

Title:

Vice President

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/H 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 are 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 atipulations, see Exhibit "A" attached hereto.

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

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 rightof-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 Ol 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 2nd, 1990, recorded in Deed Book 289, Page 30-337, 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, afcressid seconds. 876

O8/O9/1996-25876
O2:O1 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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