

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

cut here

☐ 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:

Sherry D. Olson, P.C.
6320 Amherst Court
Suite 100
Norcross, GA 30092

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Treetop Enterprises, Inc..
Suite 300
5040 Linbar Drive
Nashville, Tennessee 37211-5098

Social Security/Tax ID#

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID#

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

1997-28401

09/04/1997-28401
03:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.00
004 MCD

FILED WITH:

Shelby County, Alabama

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

NationsBank, N.A.
600 Peachtree Street, N.E.
19th Floor, NationsBank Plaza
Atlanta, GA 30308

Social Security/Tax ID#

☐ 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:

All items or types of personal property described on Exhibit "B"
attached hereto and made a part hereof which is located on or used in
connection with the real property described on Exhibit "A" attached
hereto and made a part hereof.

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

000	---	---	---
200	---	---	---
300	---	---	---
500	---	---	---
600	---	---	---
800	---	---	---
---	---	---	---

* Mortgage filed simultaneously herewith.

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.

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

The initial indebtedness secured by this financing statement is \$ * See Above

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)

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Treetop Enterprises, Inc.

Type Name of Individual or Business

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

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

NationsBank, N.A.

Type Name of Individual or Business

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

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DESTROY(S)

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

EXHIBIT "B"

Collateral. A security interest is granted in the following collateral (the "Collateral") located at the following addresses (the "Collateral Location"):

Unit No.	Address	County
1088	616 Old Hickory Boulevard, Nashville, TN 37209	Davidson
1140	3994 N. Gloster Street, Tupelo, MS 38801	Lee
1143	1157 Eastern Boulevard, Montgomery, AL 36117	Montgomery
1151	5419 Highway 280, Hoover, AL 35244	Shelby
1160	1123 New Smithville Highway, McMinnville, TN 37110	Warren

A. Types of Collateral:

Accounts: Any and all accounts and other rights of Debtor to the payment for goods sold or leased or for services rendered whether or not earned by performance, contract rights, book debts, checks, notes, drafts, instruments, chattel paper, acceptances, and any and all amounts due to Debtor from a factor or other forms of obligations and receivables, now existing or hereafter arising out of the business of Debtor.

Inventory: Any and all of Debtor's goods held as inventory.

Equipment: Any and all of Debtor's goods held as equipment at the Collateral Location listed above.

Fixtures: Any and all of Debtor's goods held as fixtures at the Collateral Location listed above.

Instruments and/or

Investment

Documents: Any and all of Debtor's instruments, documents, and other writings of any type which evidence a right to the payment of money and which are of a type that is transferred in the ordinary course of business by delivery with any necessary indorsement or assignment, whether now owned or hereafter acquired, including, without limitation, negotiable instruments, promissory notes, and documents of title owned or to be owned by Debtor, certificates of deposit, and all liens, security agreements, leases and other contracts securing or otherwise relating to any of said instruments or documents.

General

Intangibles: Any and all of Debtor's general intangible property.

B. Substitutions, Proceeds and Related Items. Any and all substitutes and replacements for, accessions, attachments and other additions to, tools, parts and equipment now or hereafter added to or used in connection with, and all cash or non-cash proceeds and products of, the Collateral (including, without limitation, all income, benefits and property receivable, received or distributed which results from any of the Collateral, such as dividends payable or distributable in cash, property or stock; insurance distributions of any kind related to the Collateral, including, without limitation, returned premiums, interest, premium and principal payments; redemption proceeds and subscription rights; and shares or other proceeds of conversions or splits of any securities in the Collateral); any and all choses in action and causes of action of Debtor, whether now existing or hereafter arising, relating directly or indirectly to the Collateral (whether arising in contract, tort or otherwise and whether or not currently in litigation); all certificates of title, manufacturer's statements of origin, other documents, accounts and chattel paper, whether now existing or hereafter arising directly or indirectly from or related to the Collateral; all warranties, wrapping, packaging, advertising and shipping materials used or to be used in connection with or related to the Collateral; all of Debtor's books, records, data, plans, manuals, computer software, computer tapes, computer systems, computer disks, computer programs, source codes and object codes containing any information, pertaining directly or indirectly to the Collateral and all rights of Debtor to retrieve data and other information pertaining directly or indirectly to the Collateral from third parties, whether now existing or hereafter arising; and all returned, refused, stopped in transit, or repossessed Collateral, any of which, if received by Debtor, upon request shall be delivered immediately to Bank.

C. Balances and Other Property. The balance of every deposit account of Debtor maintained with Bank and any other claim of Debtor against Bank, now or hereafter existing, liquidated or unliquidated, and all money, instruments, securities, documents, chattel paper, credits, claims, demands, income, and any other property, rights and interests of Debtor which at any time shall come into the possession or custody or under the control of Bank or any of its agents or affiliates for any purpose, and the proceeds of any thereof. Bank shall be deemed to have possession of any of the Collateral in transit to or set apart for it or any of its agents or affiliates.

EXHIBIT "A"

Legal Description for the Waffle House Unit listed below at the address listed which is leased pursuant to the following leases:

UNIT NO.	ADDRESS	DESCRIPTION
1151	5419 Highway 280 Hoover, AL 35244	Lease Agreement FPA dated May 13, 1997, between Waffle House, Inc., as Lessor and Treetop Enterprises, Inc. as Lessee, as subleased to Waffle House, Inc. pursuant to that certain Lease Agreement dated May 13, 1997 and subleased to Treetop Enterprises, Inc. pursuant to that certain Lease Agreement FPA dated May 13, 1997.

Lot 2 of Moore's Addition to Greystone Amoco Situated in the northwest 1/4 of the northeast 1/4 and the northeast 1/4 of the northwest 1/4 of Section 5, Township 19 South, Range 1 West, City of Hoover, Shelby County, Alabama, as recorded in Map Book 22, at Page 14, in the Office of the Judge of Probate of Shelby County, Alabama, and being more particularly described as follows:

Begin at the northwest corner of the N.W. 1/4 of the N.E. 1/4 of Section 5, Township 19 South, Range 1 West; thence run westerly along said 1/4 1/4 section line for 126.42 feet to a point on the northeasterly right-of-way line of U.S. Highway 280 and the most westerly corner of said Lot 2, Moore's Addition to Greystone Amoco, as recorded in said Probate Office, said point being on a curve to the left, said curve subtending a central angle of 04°-39'-58" and having a radius of 2,944.79 feet; thence turn an angle to the left of 120°-00'-05" to become tangent to said curve; thence run along the arc of said curve and said northeastern right-of-way line in a southeasterly direction for 239.82 feet to a point, said point being the southwestern most corner of said Lot 2 and the western most corner of Lot 1, Moore's Addition to Greystone Amoco, as recorded in said Probate Office; thence turn an angle to the left of 90°-46'-02" from tangent of said curve and run northeasterly for 169.53 feet to a point, said point also being on the southwesterly line of Lot 4A of a resurvey of Lots 3, 4, and 5, Greystone Commercial 2nd Phase and part of Lot 1 said Greystone Commercial as recorded in Map Book 20, Page 139, in the Probate Office of Shelby County, Alabama; thence turn an angle to the left of 70°-54'-00" and run along the common line of Lot 2 of said Moore's Addition to Greystone Amoco and said Lot 4A of resurvey of Lots 3, 4, and 5, Greystone Commercial 2nd Phase for 16.26 feet to a point, thence turn an angle to the left of 16°-12'-48" and run northwesterly along the property line of said Lot 2, said Moore's Addition to Greystone Amoco and of said Lot 4A of said resurvey of Lots 3, 4, and 5, Greystone Commercial 2nd Phase for 70.82 feet to the southwest corner of said Lot 4A of said resurvey of Lots 3, 4, and 5, Greystone Commercial 2nd Phase, said point also being the southeastern most corner of Lot A, a resurvey of Medical Center Addition to Greystone as recorded in Map Book 18, Page 64, in the Probate Office of Shelby County, Alabama; thence 02°-04'-03" to the right and run along the common property line of said Lot 2 of said Moore's Addition to Greystone Amoco and of said Lot A of said resurvey of Medical Center Addition to Greystone for 74.82 feet to a point; thence turn an angle to the right of 60°-20'-11" and run northerly along the property line of said Lot 2, said Moore's Addition to Greystone Amoco and of said Lot A of said resurvey of Medical Center Addition to Greystone for 54.27 feet to the Point of Beginning. Said parcel contains 25,060.75 square feet, more or less.

Together with that certain non-exclusive easement for ingress and egress over and across that portion of Lot 1 of Moore's Addition to Greystone more particularly describes as follows:

Situated in the N.W. 1/4 of N.E. 1/4 and the N.E. 1/4 of the N.W. 1/4 of Section 5, Township 19 South, Range 1 West, City of Hoover, Shelby County, Alabama, Lot 2, Moore's Addition to Greystone Amoco, as recorded in Map Book 22, Page 14, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

EXHIBIT "A" (Page No. 2)

Continuation Page to Legal Description for the Waffle House Unit listed below at the address listed which is leased pursuant to the following leases:

UNIT NO.	ADDRESS	DESCRIPTION
1151	5419 Highway 280 Hoover, AL 35244	Lease Agreement FPA dated May 13, 1997, between Waffle House, Inc., as Lessor and Treetop Enterprises, Inc. as Lessee, as subleased to Waffle House, Inc. pursuant to that certain Lease Agreement dated May 13, 1997 and subleased to Treetop Enterprises, Inc. pursuant to that certain Lease Agreement FPA dated May 13, 1997.

Commence at the northwest corner of the N.W. 1/4 of the N.E. 1/4 of Section 5, Township 19 South, Range 1 West; thence run westerly along said 1/4 1/4 section line for 126.42 feet to a point on the northeasterly right-of-way line of U.S. Highway 280 and the most westerly corner of said Lot 2, Moore's Addition to Greystone Amoco, as recorded in said Probate Office, said point being on a curve to the left, said curve subtending a central angle of 04°-39'-58" and having a radius of 2,944.79 feet; thence turn an angle to the left of 120°-00'-05" to become tangent to said curve; thence run along the arc of said curve and said northeastern right-of-way line in a southeasterly direction for 239.82 feet to a point, said point being the southwestern most corner of said Lot 2 and the western most corner of Lot 1, Moore's Addition to Greystone Amoco, as recorded in said Probate Office and the Point of Beginning; thence turn an angle to the left of 90°-46'-02" from tangent of said curve and run northeasterly for 50.00 feet to a point; thence turn an angle to the right of 90°-00'-00" and run southeasterly for 50.00 feet to a point thence turn an angle right of 90°-00'-00" and run southwesterly for 49.92 feet to a point on the northeasterly right-of-way line of U.S. Highway 280, said point being on a curve with a radius of 2,944.79 feet subtending a central angle of 00°-56'-39"; thence turn an angle to the right of 90°-46'-02" to become tangent to said curve and run along the arc of said curve for 48.52 feet to the Point of Beginning.

Inst # 1997-28401

09/04/1997-28401
03:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.00