

Important: Read Instructions on Back Before Filling out Form.

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

74087

<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: CATHERINE P. POWELL, ESQ. BESKIN LEVINE & POWELL, LLP 1199 OXFORD ROAD, N.E. ATLANTA, GEORGIA 30306 Pre-paid Acct. #				THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
2. Name and Address of Debtor (Last Name First if a Person) APPLEBEE'S OF NORTH ALABAMA, INC. 822 COLUMBIANA ROAD BIRMINGHAM, ALABAMA 35209 Social Security/Tax ID #				Inst # 1997-41382 12/22/1997-41382 08:27 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 006 HCD 30.00	
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID #					
<input type="checkbox"/> Additional debtors on attached UCC-E					
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) NATIONSBANK, N.A. NATIONSBANK PLAZA, 600 PEACHTREE ST. SUITE 1900 ATLANTA, GEORGIA 30308 Social Security/Tax ID # <input type="checkbox"/> Additional secured parties on attached UCC-E				FILED WITH: SHELBY COUNTY	
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 OF DEBTOR'S RIGHTS, TITLE AND INTEREST IN AND TO THE PROPERTY DESCRIBED ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF. THE COLLATERAL IS LOCATED ON 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: 000 001 100 200 300 500 600 700 800 - - - - - - - - - Check X if covered. XX 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) \$ XX 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)	
APPLEBEE'S OF NORTH ALABAMA, INC. BY: Signature(s) of Debtor(s) FRED W. GUSTIN Type Name of Individual or Business				NATIONSBANK, N.A. BY: Signature(s) of Secured Party(ies) or Assignee JOHN HUSS Type Name of Individual or Business	

Highway 119, Pelham

SHELBY COUNTY PROPERTY;

Parcel I:

Part of the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From the southwest corner of the SW 1/4 of the SE 1/4 of said Section 31, run in a northerly direction along the west line of said 1/4-1/4 section for a distance of 872.72 feet; thence turn an angle to the right of 60 deg. 38 min. and run in a northeasterly direction for a distance of 747.35 feet; thence turn an angle to the right of 88 deg. 39 min. 40 sec. and run in a southeasterly direction for a distance of 99.7 feet to an existing iron pin being on the Southerly right of way line of Alabama Highway # 119 and being referred to a Point "A"; thence continue along last mentioned course for a distance of 360 feet, more or less, to the centerline of an existing creek being the point of beginning; thence turn an angle to the right of 180 deg. 00 min. and run in a northwesterly direction for a distance of 360 feet, more or less, to an existing iron pin being said Point "A"; thence turn an angle to the left of 88 deg. 36 min. 12 sec. and run in a southwesterly direction along the southerly right of way line of said Alabama Highway # 119 for a distance of 200.0 feet to an existing iron pin; thence turn an angle to the left of 91 deg. 23 min. 48 sec. and run in a southeasterly direction for a distance of 405 feet, more or less, to the centerline of an existing creek; thence turn an angle to the left and run in a northeasterly direction along the centerline of said creek for a distance of 205 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

Parcel II:

The beneficial rights in and to the non-exclusive easement over the property described on Exhibit "B" (the "Kumar Property") as set out in the Mutual Reciprocal Easement Agreement for shared driveway dated May 29, 1997, recorded as Instrument No. 1997-17729 in the Probate Office; subject to the obligations and provisions in said instrument.

C. Chabon, L.L.M.

Exhibit B to UCC Financing Statement

Accounts. Those certain accounts described in the Security Agreement, accounts receivable, receivables, contract rights, book debts, checks, notes, drafts, instruments, chattel paper, acceptances, choses in action, 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 the Debtor at the location set forth on Exhibit A attached hereto and hereby made a part hereof, as well as any and all returned, refused and repossessed goods, and the cash or non-cash proceeds resulting therefrom;

Inventory. Any and all of Debtor's inventory located at the location set forth on Exhibit A attached hereto and hereby made a part hereof, including without limitation any and all goods held for sale or lease or being processed for sale or lease in Debtor's business as now or hereafter conducted, whether now owned or hereinafter acquired, including all materials, goods and work in process, finished goods, and other tangibles property held for sale or lease or furnished under contracts of service or used or consumed in Debtor's business, along with all documents (including documents of title) covering inventory, all cash and non-cash proceeds from the sale of inventory including proceeds from insurance;

Equipment. Any and all of Debtor's furnishings, fixtures and equipment, located at the location set forth on Exhibit "A" attached hereto and hereby made a part hereof, whether now owned or hereafter acquired, together with all increases, parts, fittings, accessories, equipment and special tools now or hereafter affixed to any part thereof or used in connection therewith, and all products, additions, substitutions, accessions, and all cash and non-cash proceeds, including proceeds from insurance thereof and thereto.

Fixtures. All of Debtor's fixtures now existing or hereafter acquired, together with all substitutes and replacements therefor, all accessions and attachments thereto, and all tools, parts and equipment now or hereafter added to or used in connection therewith. These goods are or will become fixtures on the real estate set forth on Exhibit "A" attached hereto and hereby made a part hereof.

Instruments and/or Investment Documents. Those instruments and documents, 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, and all cash and non-cash proceeds and products thereof and such additional property receivable or distributed in respect of or in exchange for all or any of such instruments or documents.

~~**General Intangibles.** All patents, trademarks, service marks, trade secrets, copyrights and exclusive licenses (whether issued or pending) and all documents, applications, materials and other matters related thereto, all inventions, and all manufacturing, engineering and production plans, drawings, specifications, processes and systems, all trade names, computer programs, data bases, systems and software (including source and object codes), goodwill, choses in action and all other general intangibles of Debtor whether now owned or hereafter acquired and all cash and noncash proceeds thereof, including without limitation the following described intangible personal property, and all chattel paper, documents and instruments relating to such intangibles.~~

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Notwithstanding the foregoing and any provision herein to the contrary, the Secured Party's interest evidenced hereby in the cash and accounts of the Debtor shall be limited to those listed on Schedule A hereto.

21 B

EXHIBIT "B" -
EQUIPMENT

Range/Convection Oven	Beer & Wine System
Gas hoses	Refrigeration Package
Griddle	Drink Machine
Charbroiler	Frozen Drink Machine
Fish Grate	Hand Sink
Exhaust Hood	Corner workboards
Fan Package	Steamer
Make Up Air Heater	Hot Food Well
Bathroom Fan & Curb	Dishwasher Hood
Refrigerator/Freezer	Booster Heater
Prep Table	Disposer
Wall Overshelf	Ice Cream Freezer
Chef's Table	Fry Dump Station
Expo Wells	Refrigerator
Refrigerated Equipment Stand	Garnish Tray
Cheese Melters	Bulk CO2 Canister
Microwave Oven	Carbonators
Service Counter	Trash Receptacles
Bun Toaster	Television Set
Flat Top Grill	Clothes Rod
Ice Machine	Dimmer Panel
Water Filters	Custom Drainboard & Dump Sink
Salad Refrigerator	Glass Washer
Tea Maker	S/S Splash Guard
Time Clock	Air Curtain
Prep Table	Employee Lockers
Soda System and Dispenser	Side Chairs
Coffee Maker	Bar Stools
Hand Sink	Table Tops
POS System	Table Bases
Mop Sink	Carpeted Bases
S/S Wall Panels	Booths
Utility Rack	Party Booth
Shelving	Restroom Sign
Dunnage Racks	Brass Restroom Plates
Walk-in-Freezer	Lighted Display Board
Walk-in-Beer/Wine Cooler	Display Case
3 Compartment Pot Sink	Window Case
Pre-rinse Unit	Glass Panels
Pot Rack	Television Shelves
Bread Rack	Menu Holder
Overshelves	Brass Bell
Clean Dish Table	Bar Top/Upper Canopy
Dishwasher	Sneeze Guards
Soiled Dish Table	Cushions
Bottle Cooler	Framed Artwork
Single Speedrails	Dimensional Items, Antiques
Ice Bin/Double Speedrail	Wood/Tin Antique Signs
Hand Sink	Local Professional Sports
Mug Freezer	Local History Items
Beer and Wine System Tower	Nostalgic Photographs
Ice Bin/corner Workboards	Mandatory Figures
Local High School Collages	Barber Pole
Optional Eye Catchers	Universal Statuary
Baby Changing Stations	
Red Neon Restroom Sign	

Exhibit "B" to Financing Statement

The types or items of property covered by this Financing Statement are as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Shelby County, Alabama, and being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (hereinafter called the "Property");

TOGETHER WITH: (i) all buildings, structures and other improvements now or hereafter located on the Property or on any part or parcel of the Property (hereinafter called the "Improvements"); (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging to the Property or in anywise appertaining to the Property, and the reversion or reversions, remainder or remainders thereof; (iii) all leases, undertakings to lease, contracts to rent, usufructs and other agreements for use, occupancy or possession now or hereafter in force with respect to the Property or any part or parcel of the Property or any of the Improvements, and any and all other agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Property or any part or parcel of the Property or any of the Improvements, whether written or oral and whether now or hereafter made or executed and delivered (hereinafter collectively called the "Leases"); (iv) all rents, issues, income, revenues and profits now or hereafter accruing from, and all accounts and contract rights now or hereafter arising in connection with, the Property or any part or parcel of the Property or any of the Improvements, including without limitation all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the Leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligee under any of the Leases, whether paid in a lump sum or installments (all of which are hereinafter collectively called the "Rents"); (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located on the Property or under the Property or on or under any part or parcel of the Property; (vi) all estates, rights, title and interest in the Property, or in any part or parcel of the Property; (vii) all equipment, machinery, apparatus, fittings, furniture, furnishings and personal property of every kind or description whatsoever now or hereafter located on the Property or on any part or parcel of the Property or in or on any of the Improvements, and used in connection with the operation or maintenance of the Property or any of the Improvements, all accessions and additions to and replacements of the foregoing and all proceeds (direct and remote) of the foregoing, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, air-conditioning and heating, and sprinkling equipment and systems, and all screens, awnings and signs; (viii) all fixtures (including all trade, domestic and ornamental fixtures) now or hereafter on the Property or on any part or parcel of the Property or in or on any of the Improvements, whether actually or constructively attached or affixed, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, air-conditioning and heating, and sprinkling fixtures, and all screens, awnings and signs which are fixtures; (ix) all building materials, supplies, goods, machinery and equipment delivered to the Property and placed on the Property for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Property or any part or parcel of the Property or any of the Improvements, and all accessions and additions to and replacements of the foregoing and all proceeds (direct or remote) of the foregoing;

(x) all payments, awards, judgments and settlements (including interest thereon) to which Grantor may be or become entitled as a result of the exercise of the right of eminent domain with respect to the Property or any part or parcel of the Property or any of the Improvements; and (xi) all policies of insurance which insure against loss or damage to any property described above and all proceeds from and payments under such policies. The Property and all of the foregoing are hereinafter sometimes collectively called the "Premises".

Inst # 1997-41382

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12/22/1997-41382
08:27 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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