

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)

RTM ALABAMA, INC.
652 First Street North
Alabaster, AL 35007

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. 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

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

All types or items of property described on Exhibit "B"
attached hereto and made a part hereof which are 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:

300

500

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.

Douglas N. Benham
Sr VP - C.F.O.

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Debtor(s)

RTM ALABAMA, INC.

Type Name of Individual or Business

Robert S. Stallings
V.P. - Asst. Secretary

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

The initial indebtedness secured by this financing statement is \$ 8,200,000.00

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

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

Type Name of Individual or Business

Exhibit "A"

All of Lots 22 and 23, the north half of Lot 21, the vacated alley east of these lots, and part of Lots 24, 25, and 26, all in the Nickerson-Scott Survey, as recorded in Map Book 3, Page 34, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

From the NE corner of Lot 24 proceed in a westerly direction along the north line of Lot 24, a distance of 188.83 ft. to a point of beginning; thence from this point continue in the same direction a distance of 170.1 ft. more or less, to a point on the east right-of-way line of U.S. 31 Highway; thence turn an angle 84 degrees, 29 minutes to the left and run southwesterly along the east R.O.W. line of said U.S. Highway 31 for 131.47 ft., more or less, to the point of intersection of the east R.O.W. line of U.S. Highway 31 and the south boundary line of the north half of Lot 21; thence turn an angle of 90 degrees, 33 minutes to the left and run easterly along the south boundary line of the north half of Lot 21, across the vacated alley in the same direction and along the south boundary line of the north half of Lot 26, a distance of 173.73 ft; thence turn an angle to the left of 91 degrees, and proceed a distance of 149.28 ft. to the point of beginning.

EXHIBIT "B"

Collateral. A security interest is granted in the following collateral (the "Collateral") located at the Arby's Restaurants known as:

No. 111	2908 North Wheeling Avenue, Muncie, IN 47302 (Delaware Co.)
No. 1169	2509 Alpine Avenue, Walker, MI 49504 (Kent County)
No. 5567	652 First Street North, Alabaster, AL 35007 (Shelby Co.)

A. Types of Collateral (check as applicable)

☒ **Equipment:**

☒ Blanket Lien: Any and all of Debtor's goods held as equipment located at the Collateral Location,

☒ **Fixtures:**

☒ Blanket Lien: Any and all of Debtor's goods held as fixtures located at the Collateral Location. These goods are or will become fixtures at the Collateral Locations listed above, the real is owned by:

UNIT NO	ADDRESS	OWNER
5567	652 First Street North, Alabaster, AL 35007 (Shelby County)	Leverage, Inc.
111	2908 North Wheeling Ave., Muncie, IN 47302 (Delaware County)	Edna Jean Howard
1169	2509 Alpine Avenue, Walker, MI 49504 (Kent County)	Cornelius Van Dellen and Sharon Van Dellen

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 Secured Party.

C. Balances and Other Property. The balance of every deposit account of Debtor maintained with Secured Party and any other claim of Debtor against Secured Party, 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 Secured Party or any of its agents or affiliates for any purpose, and the proceeds of any thereof. Secured Party 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.

Inst # 1999-22098

**05/26/1999-22098
01:20 PM CERTIFIED**

SHELBY COUNTY JUDGE OF PROBATE

003 HNS

17.00