



20050622000310640 1/6 \$36.00
Shelby Cnty Judge of Probate, AL
06/22/2005 10:22:55AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Frederick C.C. Boyd, III, Esq 404/233-7000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Frederick C.C. Boyd, III, Esq.
Morris Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, GA 30326

Return Recorded Documents To:
LandAmerica National Commercial Servi
450 S. Orange Avenue, Suite 170
Orlando, FL 32801
Attention: Christi Pawlak

1E ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

VALENTI SOUTHEAST REALTY, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

3450 Buschwood Park Drive, Suite 195

CITY

Tampa

STATE

FL

POSTAL CODE

33618

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION

limited liability co.

1f. JURISDICTION OF ORGANIZATION

Florida

1g. ORGANIZATIONAL ID #, if any

FL L04000024455

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☒ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Bank of America, N.A.

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

600 Peachtree Street, NE, GA1-006-13-20

CITY

Atlanta

STATE

GA

POSTAL CODE

30308

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

Those items described on Exhibit "A" now or hereafter attached to, located in or used in connection with the real property described in Schedule "I" attached hereto.

Property Location: Unit #548 – 101 Inverness Corners, Birmingham, Shelby County, Alabama 35242

5. ALTERNATIVE DESIGNATION [if applicable]:

☐ LESSEE/LESSOR

☐ CONSIGNEE/CONSIGNOR

☐ BAILEE/BAILOR

☐ SELLER/BUYER

☐ AG. LIEN

☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]

☐ All Debtors

☐ Debtor 1

☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Shelby County, Alabama Filing

MM&M File No. 6109/44983



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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

VALENTI SOUTHEAST REALTY, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

See Schedule "1" attached hereto.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

METROPOLITAN LIFE INSURANCE COMPANY

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years



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9a. ORGANIZATION'S NAME	VALENTI SOUTHEAST REALTY, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS	CITY		STATE	POSTAL CODE COUNTRY
11d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S ☐ or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS	CITY		STATE	POSTAL CODE COUNTRY

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Unit:
Unit #548 – 101 Inverness Corners,
Birmingham, Shelby County, Alabama
35242

EXHIBIT A
UCC-1 FINANCING STATEMENT

VALENTI SOUTHEAST REALTY, LLC,
a Florida limited liability company ("Debtor")

All terms used herein having their initial letters capitalized and not otherwise defined herein shall be defined as set forth in the security documents to which this filing pertains.

1. Land. All estate, right, title and interest of Debtor in, to, under or derived from those certain lots, pieces, tracts or parcels of land located in certain cities and/or counties in the State of Alabama, more particularly described in Schedule 1 attached hereto and incorporated herein by this reference (the "Land").

2. Improvements. All right, title and interest of Debtor in, to, under or derived from all buildings, structures, facilities and other improvements of every kind and description now or hereafter located on the Land or attached to the improvements which by the nature of their location thereon or attachment thereto are real property under applicable law (the foregoing being collectively the "Improvements"; and the Land with the Improvements thereon and Equipment therein and Appurtenant Rights thereto being collectively called the "Property").

3. Equipment. All estate, right, title and interest of Debtor in, to, under or derived from all machinery, equipment, fixtures and accessions thereof and renewals, replacements thereof and substitutions therefor and all other customary franchise fast food restaurant equipment and other tangible property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land or usable exclusively in connection with the present or future operation and occupancy of the Land or the Improvements (hereinafter collectively called the "Equipment").

4. Inventory. All estate, right, title and interest of Debtor in and to all inventory held or maintained at the Unit or otherwise used in the ownership or operation of the Unit (including, without limitation, (i) all food and paper inventory and all other raw materials, work in process and finished goods and (ii) all such goods which are returned to or repossessed by Debtor), together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor (collectively, the "Inventory");

5. Appurtenant Rights. All estate, right, title and interest of Debtor in, to, under or derived from all tenements, hereditaments, riparian rights and appurtenances now or hereafter relating to the Property; all development, operating or similar rights appurtenant to the Land (including, without limitation, all rights arising from reciprocal access agreements, use or development agreements, and parking agreements); and all easements, licenses and rights of way now or hereafter appertaining to the Property (hereinafter collectively called "Appurtenant Rights").

6. Payment Rights and Agreements. All estate, right, title and interest of Debtor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, accounts, guaranties and warranties, letters of credit, and documents, in each case relating to the Property or to the present or future operation or occupancy of the Property, and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, all relating to the Property or to the present or future operation or occupancy of the Property, all management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Property (the foregoing being

herein collectively called the "Agreements") and all other agreements affecting or relating to the use, enjoyment or occupancy of the Land or the Equipment.

7. General Intangibles and Contract Rights. All other general intangibles and contract rights of Debtor not otherwise described above acquired, held, used, sold or consumed in connection with the Unit or relating to or arising out of the Unit (including, without limitation, all of Debtor's estate, right, title and interest in and to (i) customer and supplier lists and contracts, books and records, computer programs and other intellectual property, insurance policies, tax refunds, contracts for the purchase of real or personal property, (ii) all patents, copyrights, trademarks, tradenames and service marks, (iii) to the extent permitted by the terms thereof, all licenses to use, applications for, and other rights to, such patents, copyrights, trademarks, tradenames and service marks, (iv) all goodwill of Debtor, (v) to the extent permitted by the Franchise Agreement or Franchisor, the Franchise Agreement and any rights thereunder, including the right to receive payments, and (vi) to the extent permitted by the terms thereof, any other agreement between Debtor and Franchisor);

8. Leases. All estate, right, title and interest of Debtor in, to, under and derived from any lease, tenancy, subtenancy, license, concession or other occupancy agreement relating to the property (together with all amendments, supplements, consolidations, replacements, restatements, extensions, renewals and other modifications of any thereof) (the "Leases") now or hereafter in effect, whether or not of record; and the right to bring actions and proceedings under the Leases or for the enforcement thereof and to do anything which Debtor or any lessor is or may become entitled to do under the Leases.

9. Rents, Issues and Profits. All estate, right, title and interest of Debtor in, to, under or derived from all rents, royalties, issues, profits, receipts, revenue, income, earnings and other benefits now or hereafter accruing with respect to all or any portion of the Property, including, without limitation, all rents and other sums now or hereafter payable pursuant to the Leases; and all other claims, rights and remedies now or hereafter belonging or accruing with respect to the Property, including, without limitation, oil, gas and mineral royalties (herein collectively called the "Rents"), all of which Debtor hereby irrevocably directs be paid to Secured Party, subject to the license granted to Debtor pursuant to the Deed of Trust, to be held, applied and disbursed as provided in the Leasehold Mortgage.

10. Permits. All estate, right, title and interest of Debtor in, to, under or derived from all licenses, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Property and all estate, right, title and interest of Debtor in, to, under or derived from all tradenames or business names relating to the Property or the present or future operation or occupancy of the Property (herein collectively called the "Permits"), excluding, however, any Permits which cannot be transferred or encumbered by Debtor without causing a default thereunder or a termination thereof.

11. Proceeds and Awards. All estate, right, title and interest of Debtor in, to, under or derived from all proceeds of any sale, transfer, taking by Condemnation (or any proceeding or purchase in lieu thereof), whether voluntary or involuntary, of any of the subject Property described above, including, without limitation, all Insurance Proceeds and awards and title insurance proceeds now or hereafter relating to any of the subject Property, all of which Debtor hereby irrevocably directs be paid to Secured Party to the extent provided hereunder, to be held, applied and disbursed as provided in the Leasehold Mortgage.

Exhibit A
04-000356

Part of the Southeast quarter of the Southeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of said Southeast quarter of Southeast quarter and run North along the East line of same 1086.16 feet to a point on a curve on the Southwesterly right of way of U.S. Highway No. 280 said curve having a radius of 3474.05 feet and a central angle of 5° 31' 42"; thence left 66° 13' 41" to the tangent of said point on curve and run Northwesterly along said right of way and arc of said curve 335.20 feet to the point of tangent; thence continue tangent of right of way in a Northwesterly direction 455.55 feet to the point of beginning of herein described Out Parcel A; thence left 90° 00' and run Southwesterly 226.00 feet; thence right 45° 00' and run Southwesterly 21.21 feet; thence right 45° 00' and run Northwesterly 227.27 feet to a point on curve on the Southeasterly right of way of Shelby County Highway No. 17 (Valleydale Road) said curve having a radius of 1487.42 feet and a central angle of 1° 25' 21"; thence right 91° 22' 26" to the tangent of said point on curve and run Northeasterly along said right of way and arc of said curve 36.93 feet to the point of tangent; thence continue Northeasterly along said tangent of right of way 200.21 feet to a point on the Southwesterly right of way of said U.S. Highway No. 280; thence right 86° 52' 20" and run Southeasterly along said right of way 69.95 feet to an angle point of said right of way; thence right 3° 10' 15" and continue Southeasterly along said right of way 172.15 feet to the point of beginning.