

20060125000039820 1/6 \$36.00  
Shelby Cnty Judge of Probate, AL  
01/25/2006 08:48:03AM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Return Recorded Documents To:**

LandAmerica National Commercial Services  
450 S. Orange Avenue, Suite 170  
Orlando, FL 32801  
Attention: Christi Pawlak

05-2084  
FILED WITHIN: Shelby County

THE 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		FIRST NAME		MIDDLE NAME		SUFFIX	
OR	1b. INDIVIDUAL'S LAST NAME	Rob*					
Wolf							
1c. MAILING ADDRESS 850 Montgomery Street, #100		CITY		STATE	POSTAL CODE	COUNTRY	
		San Francisco		CA	94133	US	
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any		
					<input type="checkbox"/> 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		FIRST NAME		MIDDLE NAME		SUFFIX	
OR	2b. INDIVIDUAL'S LAST NAME						
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		
					<input type="checkbox"/> 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 CNL Restaurant Capital, LP, a Delaware limited partnership		FIRST NAME		MIDDLE NAME		SUFFIX	
OR	3b. INDIVIDUAL'S LAST NAME						
3c. MAILING ADDRESS 450 South Orange Avenue		CITY		STATE	POSTAL CODE	COUNTRY	
		Orlando		FL	32802	US	

4. This FINANCING STATEMENT covers the following collateral:  
Collateral described on Exhibit "A" attached is located on the real property described on Exhibit "B" attached.

0914033/118812  
Captain D's  
Calera, Alabama

\*and Jennifer L. Wolf, husband and wife, as joint tenants, as to an undivided 68.39% interest and Jerry Ono, as Trustee of The Jerry Ono 2004 Living Trust dated March 3, 2004, as to an undivided 31.61% interest, all as tenants in common.

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 0914033		118812						



**Exhibit "A"**

All right, title and interest of Debtor in and to the following (collectively, the "Property"):

- (1) The real property described in Exhibits "B" attached hereto and made a part hereof (the "Land");
- (2) All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument (as defined below);
- (3) The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");
- (4) All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (5) All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other 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 and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located, superior in lien to the lien of the Security Instrument and all proceeds and products of the above;
- (6) All leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into by or with the Borrower and all extensions, amendments and modifications thereto, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the indebtedness secured by the Security Instrument;
- (7) All proceeds of and any unearned premiums on any insurance policies covering the Property, including without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
- (8) All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to,



any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(9) All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(10) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(11) The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(12) All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including without limitation, the right, upon the occurrence and during the continuance of an Event of Default (as defined in the Security Instrument), or any other document executed in connection therewith, to receive and collect any sums payable to Debtor thereunder; and

(13) All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property.

(14) All other proceeds and products of the foregoing.

(15) Any and all other rights of Borrower in and to the items set forth in Subsections (1) through (14) above.

This UCC-1 Financing Statement is filed in connection with a certain Commercial Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 30, 2005 (the "Security Instrument") in the principal sum of \$775,000.00 given by Debtor to Secured Party covering the estate of Debtor in the Property and intended to be duly recorded in Shelby County, Alabama, Instrument Number 20060110000017100.





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## EXHIBIT "B"

### Legal Description

#### Parcel I:

Lot 4A, according to Baker Seafood, Inc. Resurvey (being a resurvey of Lots 4 and 5, Wal-Mart Supercenter #3271 Subdivision, as recorded in Map Book 27, Page 117) as recorded in Map Book 31, Page 92, in the Office of the Judge of Probate of Shelby County, Alabama, also being situated in the Northwest Quarter of the Southeast Quarter of the Section 4, Township 22 North, Range 2 West, St. Stephens Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at point at the Southwest Corner of the Southwest Quarter of the Northeast Quarter of Section 4, Township 22 North, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run North 02 degrees 06 minutes 24 seconds West along the West line of said Quarter Section for a distance of 512.99 feet to a point; thence run South 89 degrees 47 minutes 07 seconds East for a distance of 1,036.65 feet to a point on the West right-of-way margin of U.S. Highway 31; thence run South 10 degrees 16 minutes 53 seconds East along said right-of-way margin for a distance of 386.25 feet to an iron pin, said point being the True Point of Beginning; thence continue South 10 degrees 16 minutes 53 seconds East along said right-of-way margin for a distance of 80.23 feet to an iron pin; thence run South 79 degrees 34 minutes 19 seconds West along said right-of-way margin for a distance of 49.72 feet to an iron pin, said point being the point of a curve to the right having a radius of 854.81 feet and an arc distance of 83.80 feet; thence run along said curve to the right and along said right-of-way margin a chord bearing South 07 degrees 31 minutes 03 seconds East and a chord distance of 83.76 feet to an iron pin; thence run North 89 degrees 39 minutes 17 seconds West for a distance of 188.73 feet to an iron pin; thence run North 00 degrees 22 minutes 34 seconds East for a distance of 111.08 feet to an iron pin, said point being the point of a curve to the right having a radius of 43.50 feet and an arc distance of 60.24 feet; thence run along said curve to the right a chord bearing North 40 degrees 02 minutes 50 seconds East and a chord distance of 55.54 feet to an iron pin; thence run North 79 degrees 43 minutes 07 seconds East for a distance of 120.73 feet to an iron pin; thence run South 10 degrees 16 minutes 53 seconds East for a distance of 5.00 feet to an iron pin; thence run North 79 degrees 43 minutes 07 seconds East for a distance of 40.25 feet to an iron pin; thence run South 65 degrees 30 minutes 48 seconds East for a distance of 18.21 feet to a point and back to the True Point of Beginning.

Said property being the same property as conveyed to CNL Net Lease Funding 2003, LLC by that certain Special Warranty Deed dated August 15, 2005, and recorded as Instrument # 20050819000428670 in the Office of the Judge of Probate of Shelby County, Alabama.

#### Parcel II:

Together with a non-exclusive access easement as conveyed to Baker Seafood, Inc. on May 29, 2001, and recorded in Instrument #2001-25731, including ingress and egress access across the following described property:

Commence at the Southwest Corner of the Southwest Quarter of the Northeast Quarter of Section 4, Township 22 North, Range 2 West, Shelby County, Alabama; thence North 02 degrees 06 minutes 24 seconds West 512.99 feet; thence South 89 degrees 47 minutes 07 seconds East 1,036.65 feet; thence South 10 degrees 16 minutes 53 seconds East 396.25 feet to the Westerly margin of U.S. Highway 31; thence continue along said road South 10 degrees 16 minutes 53 seconds East 80.24 feet; thence continue along said right-of-way South 79 degrees 34 minutes 19 seconds West 49.72 feet; thence continue along said right-of-way on a curve, said curve concave to the West and having a radius of 854.82 feet, along a



## EXHIBIT "B"

### Legal Description (continued)

chord bearing and distance South 02 degrees 26 minutes 38 seconds East for a chord distance of 234.44 feet to the beginning of a 25-foot ingress and egress access easement; thence leaving said right-of-way along a curve, said curve concave to the South and having a radius of 121.50 feet, along a chord bearing North 79 degrees 08 minutes 51 seconds West for a chord distance of 44.19 feet; thence North 89 degrees 37 minutes 26 seconds West 121.82 feet to the beginning of a curve, said curve concave to the Northeast and having a radius of 23.50 feet, along a chord bearing North 44 degrees 37 minutes 26 seconds West for a chord distance of 33.23 feet; thence North 00 degrees 23 minutes 01 second East 230.63 feet to the beginning of a curve, said curve concave to the Southeast and having a radius of 43.50 feet, along a chord bearing North 40 degrees 02 minutes 50 seconds East for a chord distance of 55.54 feet; thence North 79 degrees 43 minutes 07 seconds East 120.73 feet; thence South 10 degrees 16 minutes 53 seconds East 5.0 feet; thence North 79 degrees 43 minutes 07 seconds East 40.25 feet; thence South 65 degrees 30 minutes 48 seconds East 18.21 feet to the point of beginning; said easement being 25 feet left of the above-described line and being a 25-foot ingress and egress access easement situated in Shelby County, Alabama.

Said easement being the same easement granted Baker Seafood, Inc. by that certain Access Easement entered into as of May 29, 2001, and recorded as Instrument # 20030619000384230 in the Office of the Judge of Probate of Shelby County, Alabama.

#### Parcel III:

Together with a non-exclusive easement for the benefit of Parcel I for the purpose of ingress and egress as created by that certain access easement between Wal-Mart Real Estate Business Trust and P&N Calera, L.L.C., dated January 30, 2001, and recorded on February 9, 2001, under Instrument No. 2001-04817, over, under and across the following described property:

A parcel of land for ingress and egress situated in the Southwest Quarter of the Northeast Quarter of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at an axle found at the Southwest Corner of the Southwest Quarter of the Northeast Quarter of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run North 02 degrees 06 minutes 24 seconds West along the West line of said quarter for a distance of 512.99 feet; thence, leaving said quarter line, run South 89 degrees 47 minutes 07 seconds East for a distance of 1,036.65 feet to the Westerly right-of-way of Highway 31 (right-of-way width being 100 feet); said point also being the Northeast Corner of Lot 3 according to Wal-Mart Supercenter #3271 Subdivision, as recorded in Map Book 27, Page 117, in the Office of the Judge of Probate of Shelby County, Alabama; thence run South 10 degrees 16 minutes 53 seconds West, along the boundary of said Lot 3, for a distance of 284.0 feet to the Southeast Corner of said Lot 3; said point also being the point of beginning; thence, leaving said Lot 3, continue South 10 degrees 16 minutes 53 seconds East for a distance of 102.17 feet to the Northeast Corner of Lot 4 of said Wal-Mart Supercenter #3271 Subdivision; thence North 65 degrees 30 minutes 48 seconds West, along the North Line of said Lot 4, for a distance of 18.21 feet; thence run South 79 degrees 43 minutes 07 seconds West, along the North Line of said Lot 4, for a distance of 5.00 feet; thence run South 79 degrees 43 minutes 07 seconds West, along the North Line of said Lot 4, for a distance of 120.73 feet to the point of curvature of a curve to the left having a radius of 43.50 feet, a central angle of 79 degrees 20 minutes 33 seconds, a chord length of 55.54 feet, and a chord bearing of South 40 degrees 02 minutes 05 seconds West; thence continue, along the arc of said curve, for a distance of 60.24 feet to the point of tangency of said curve; thence run South 00 degrees 22 minutes 34 seconds West, along the West Boundary Line of Lot 4, Lot 5, and Lot 6, for a distance of 576.95 feet to the Southwest Corner of Lot 6, said point also being the North Boundary Line of Lot 2 of said Wal-Mart Supercenter #3271 Subdivision; thence run North 89 degrees 37 minutes 26 seconds West,



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### Legal Description (continued)

along the North Boundary Line of said Lot 2, for a distance of 696.60 feet; thence run South 37 degrees 41 minutes 38 seconds West, along the North Boundary Line of said Lot 2, for a distance of 42.10 feet; thence run North 89 degrees 37 minutes 26 seconds West, along the North Boundary Line of said Lot 2, for a distance of 99.54 feet to the Northerly right-of-way line of I-65 (right-of-way width varies); thence run North 52 degrees 34 minutes 36 seconds West, along said right-of-way, for a distance of 38.56 feet to the Southwest Corner of Lot 1 of said Wal-Mart Supercenter #3271 Subdivision; thence run North 02 degrees 06 minutes 24 seconds West, along the West Boundary Line of said Lot 1, for a distance of 41.81 feet; thence, leaving said West Line, run South 89 degrees 37 minutes 26 seconds East, for a distance of 99.94 feet; thence run North 37 degrees 41 minutes 38 seconds East for a distance of 42.10 feet; thence run South 89 degrees 37 minutes 26 seconds East for a distance of 693.78 feet; thence run North 00 degrees 22 minutes 34 seconds East for a distance of 619.79 feet; thence run North 79 degrees 43 minutes 07 seconds East, along the South Line of said Lot 3, for a distance of 213.93 feet; thence run North 52 degrees 46 minutes 38 seconds East, along the South Boundary Line of said Lot 3, for a distance of 21.59 feet to the point of beginning.

#### Parcel IV:

Together with an easement for utilities in the Declaration of Easement dated June 13, 2003, by Baker Seafood, Inc. and recorded on June 19, 2003 under Instrument # 20030619000384230 in the Office of the Judge of Probate of Shelby County, Alabama.