

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Mary Dougherty 405-236-0003
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Anderson, McCoy & Orta, P.C. 100 N. Broadway, Suite 2600 Oklahoma City, OK 73102 Loan No. 93-0903133 File No. 235.439 MERS No. 8000101-0000001633-6

20081107000433670 1/6 \$36.00  
Shelby Cnty Judge of Probate, AL  
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## 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 FRIH TACO LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 41900 PARADO DEL SOL			CITY TEMECULA	STATE CA	POSTAL CODE 92592
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION DELAWARE	1g. ORGANIZATIONAL ID #, if any 3996754 <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					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		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)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS MERS Commercial, P.O. Box 2300			CITY Flint	STATE MI	POSTAL CODE 48501-2300

## 4. This FINANCING STATEMENT covers the following collateral:

The items described in Schedule A attached hereto and incorporated herein by reference for all purposes, as the same relate to the land described in Exhibit A attached hereto, and all improvements located thereon.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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)		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

MERS NO. 8000101-0000001633-6 - FRIH TACO LLC

# 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			
OR	FRIH TACO LLC		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX	

## 10. MISCELLANEOUS:

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC as nominee for U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF MERRILL LYNCH MORTGAGE TRUST 2007-C1, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C1**

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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. SEE INSTRUCTIONS	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

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:

**Described on Exhibit A**

16. Additional collateral description:

**Described on Schedule A**

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

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



FRIH TACO LLC f/k/a  
LDVFIH TACO LLC,  
a Delaware limited liability company

Loan No.: 93-0903133

## SCHEDULE A

### (Collateral Description)

1. **COLLATERAL DESCRIPTION.** This Financing Statement covers the following described personal property in which Debtor now or at any time hereafter has any interest ("Collateral"):

All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with or appropriated for use on the real property described on Exhibit A attached hereto and incorporated by reference herein ("Property"); all rents, issues, deposits and profits of the Property (to the extent, if any, they are not subject to that certain Assignment of Leases and Rents executed contemporaneously herewith); all inventory, accounts, cash receipts, deposit accounts, impounds, accounts receivable, contract rights, general intangibles, software, chattel paper, instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the Property or any business now or hereafter conducted thereon by Debtor; all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party pursuant to any Loan Document; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof, including, without limitation, all "Impounds" as defined in the promissory note (whether one or more) and that certain Cash Management Agreement executed contemporaneously herewith; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing, and all books, records and files relating to any of the foregoing.

2. **INTERPRETATION.** The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of the deed of trust, deed to secure debt, or mortgage, as applicable ("Security Instrument") of even date herewith from Debtor to Secured Party with respect to any property described therein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Security Instrument or the priority of Secured Party's lien created thereby, and this Financing Statement is declared to be for the protection of Secured

Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Security Instrument must be filed in the UCC records in order to be effective against a particular class of persons, including, without limitation, the Federal Government or any subdivision of entity of the Federal Government. Capitalized terms not otherwise defined herein shall have the same meanings as in the Security Instrument.



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EXHIBIT A

Store #: 22749

Address: 4623 Highway 280, Birmingham, Alabama  
County: Shelby

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, AND RUN SOUTH ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 277.41 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280; THENCE 53 DEGREES 01 MINUTE 13 SECONDS TO THE LEFT IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 A DISTANCE OF 254.49 FEET TO A POINT; THENCE 0 DEGREES 32 MINUTES 45 SECONDS TO THE RIGHT IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 A DISTANCE OF 190.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST STATED COURSE A DISTANCE OF 135.00 FEET TO A POINT; THENCE 92 DEGREES 30 MINUTES TO THE LEFT IN A NORTHEASTERLY DIRECTION OF 275.00 FEET TO A POINT; THENCE 87 DEGREES 30 MINUTES TO THE LEFT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 135.00 FEET TO A POINT; THENCE 92 DEGREES 30 MINUTES TO THE LEFT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH Reciprocal Easement Agreement dated 7<sup>th</sup> August 1985 and recorded in Real Volume 038, Page 59, in the Probate office of Shelby County, Alabama.

Being the same property as set forth on that certain survey dated July 5, 2005, prepared by Derek L. Harvel of Harvel & Associates, Inc. and described as follows:

SURVEYOR'S LEGAL DESCRIPTION

Lot 2, Cahaba South Park as recorded by map or plat of said subdivision on file and of record in the Office of the Judge of Probate of Shelby County, Alabama, said tract situated lying and being a part of the County of Shelby, State of Alabama, and being more particularly described as follows:

Beginning at a pk nail on the Northeast right-of-way margin of U.S. Highway 280 East, said point being the Southwest Corner of said Lot 2, Cahaba Park South, said point also being the TRUE POINT OF BEGINNING; thence run North 35°00'48" East along the west boundary of said Lot 2 for a distance of 275.00 feet to an iron pin on the Northwest Corner of said Lot 2; thence run South 52°41'12" East along the North boundary of said Lot 2 for a distance of 135.00 feet to an iron pin on the Northeast Corner of said Lot 2; thence run South 35°00'48" West along the east boundary line of said Lot 2 for a distance of 275.00 feet to an iron pin on the Southeast

Corner of said Lot and the Northeast right-of-way margin of U.S. Highway 280 East; thence run North 52°41'12" West along the south boundary of said Lot 2 and said right-of-way margin for a distance of 135.00 feet to a point and back to the TRUE POINT OF BEGINNING.

Land containing 37,095.09 sq. ft. and 0.85 acres.

Parcel # 02-73-60-0-010-08-004

  
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