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BK1868 P3239

STANDARD FORM
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

JULIUS BLUMBERG, INC. NYC, 10013

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- INSTRUCTIONS:**
1. PLEASE TYPE this form. Fold only along perforation for mailing.
 2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
 3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
 4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
 5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
 6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) B&BB Limited Partnership 1835 University Blvd., Ste 200 Hyattsville, MD 20783	2. Secured Party(ies) and address(es) Allied Capital Commercial Corporation and Business Mortgage Investors, Inc. 1666 K Street, N.W., 9th floor Washington, DC 20006	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) 213908 FILED JOHN HOLLEMAN REGISTER OF DEEDS FORSYTH COUNTY, NC
4. This financing statement covers the following types (or items) of property: Please see Schedule A attached hereto and made a part hereof. <div style="text-align: center; font-weight: bold; font-size: 1.2em;">FIXTURES</div>		5. Assignee(s) of Secured Party and Address(es): AUG 21, 03:09 PM '95 \$8.00 PAID <i>Olivia Simmons</i>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Forsyth County, NC

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented: 3

B&BB LIMITED PARTNERSHIP By: <i>Convenience Store Management, Inc.</i> <i>By: Fred W. W. W.</i> Signature(s) of Debtor(s) (1) Filing Officer Copy-Alphabetical	ALLIED CAPITAL COMMERCIAL CORPORATION and BUSINESS MORTGAGE INVESTORS, INC. By: <i>John H. H.</i> Signature(s) of Secured Party(ies) See Schedule C for additional Secured Party (For Use In Most States)
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STANDARD FORM - FORM UCC-1.

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SCHEDULE A TO UCC-1 FINANCING STATEMENT

Description of Collateral:

All of Debtor's right, title and interest in and to now owned and hereafter acquired tangible and intangible personal property, located at Debtors' address listed in Box 1 and/or at the property(ies) described in Schedule B attached hereto (the "Property"), or located elsewhere, whether or not purchased with proceeds of the subject loan, including, but not limited to:

All the walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Property (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the Property or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the Property but EXCLUDING all gasoline storage tanks, gasoline stations and gasoline dispensing equipment, signs, and walk-in boxes; it being understood that all the aforesaid shall be deemed to be fixtures and part of the Property, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the subject loan EXCLUDING, however, only personal property owned by any tenant actually occupying all or part of the premises; together with all proceeds therefrom to the fullest extent permitted by law; and

TOGETHER with all and singular the rights, alleys, ways, waters, easements, tenements, privilege, advantages, accessions, hereditaments and appurtenances belonging or in any way appertaining to the Property and other property described herein, and the reversions and remainders, earnings, revenues, rents, issues and profits thereof and including any right, title, interest or estate hereafter acquired by Debtor in the Property and other property described herein; and

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, contract rights (including all fees and other obligations set forth in the Secured Party's commitment to make the loan), general intangibles, chattel paper, documents and instruments including but not limited to licenses,

Maryland Sec. of State, P.G. County
Florida Counties: Orange, Brevard (2), Escambia, Hillsborough, Manatee, Charlotte, Pinellas
Alabama Sec. of State, Mobile County, Baldwin County
Mississippi Sec. of State, Harrison County (2 districts)
North Carolina Sec. of State, ~~Wake County~~

construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments thereunder, relating or appertaining to the Property and other property described herein and its development, occupancy and use; and

TOGETHER with all of Debtor's now owned and hereafter acquired tangible and intangible personal property, including, but not by limitation, (a) all of Debtor's now owned and hereafter acquired machinery, equipment, furniture and fixtures, and all replacements and substitutions therefor and thereof, and all accessions thereto (the "Equipment"), (b) all of Debtor's now owned and hereafter acquired inventory, and all raw materials, supplies, products, replacements, and substitutions therefor and thereof, and all accessions thereto (the "Inventory"), (c) all of Debtor's now owned and hereafter acquired general intangibles, including without limitation, all licenses, permits, things in action, contract rights, goodwill, literary rights, rights to performance, patents (including patent applications, the right to sue for past, present and future infringements, and all goodwill associated therewith, all rights corresponding thereto throughout the world, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and all improvements thereon), trademarks (including trade names and trade secrets, together with the right to sue for past, present and future violations thereof, and all goodwill associated therewith), and copyrights and all other patent, trademark or other intellectual property rights, (including the right to sue for past, present or future violations or infringements of rights, and all renewals, extensions and continuations thereof and all goodwill associated therewith) (the "General Intangibles"), (d) all of Debtor's now owned and hereafter acquired rights to payment for goods sold or leased or for services rendered (the "Accounts"), (e) all of Debtor's now owned and hereafter acquired chattel paper (the "Chattel Paper"), (f) all of Debtor's now owned and hereafter acquired instruments, notes, items of payment, negotiable documents, and documents of title (the "Instruments"), together with all cash and noncash proceeds (including insurance proceeds) of the Equipment, Inventory, Accounts, General Intangibles, Chattel Paper, and Instruments, and (g) all books and records and computer or other storage media relating to any of the foregoing, including the right to prevent other persons including Debtor from using the said books, records and media; and

TOGETHER with all of Debtor's right, title, and interest in and to that certain Amended and Restated Leaseback Lease Agreement dated as of February 1, 1993, by and between Debtor, as landlord, and Circle K Stores, Inc., successor to Circle K General Inc., as tenant, which Lease has been assigned to the Secured Party.

Maryland Sec. of State, P.G. County
 Florida Counties: Orange, Brevard (2), Escambia, Hillsborough, Manatee, Charlotte, Pinellas
 Alabama Sec. of State, Mobile County, Baldwin County
 Mississippi Sec. of State, Harrison County (2 districts)
 North Carolina Sec. of State, Forsyth County

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SCHEDULE B TO UCC-1 FINANCING STATEMENT

Description of Property

BEGINNING at an iron stake at the Northeast corner of Clemmons ville Road and Ebert Street; thence along the East side of Ebert Street N 06°-36'-56" E, 305.00 feet to an iron stake; thence along the Southern line of Laurel L. Robbins S 88°-19'-09" E, 206.41 feet to an iron stake passing over an iron stake 6.00 feet from the corner; thence S 03°-30'-56" W, 190.04 feet to an iron stake; thence N 84°-47'-44" W, 27.86 feet to an iron stake; thence S 21°-19'-58" W, 215.39 feet to a nail and cap in the pavement of Waughtown-Clemmons ville Road. Said line passing over an iron stake 16.00 feet back from the corner; thence N 53°-41'-54" W, 153.50 feet to a nail and cap in the pavement the point of beginning containing 1.531 acres and being ~~lots 4-A~~ lot 237 and 5-E, Block 2308, Forsyth County, N.C. tax map and being also the same property described in Deed Book 742, page 246, Forsyth County, N.C. Registry.

Being known as 2121 Clemmons ville Road, which property is subject to the terms and conditions of a certain Memorandum of Lease between LZ Co., lessor, and Circle K General, Inc., tenant, dated March 1, 1985 and recorded at the Registry of Forsyth County at Book 1478, Page 698, as assigned by an Assignment and Assumption of Lease from LZ Co. to B & BB Limited Partnership, dated July 31, 1986 and recorded at the Registry of Forsyth County at Book 1560, Page 1058.

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SCHEDULE C TO UCC-1 FINANCING STATEMENT

ADDITIONAL SECURED PARTY

BUSINESS MORTGAGE INVESTORS, INC.,
a Maryland corporation

By: John J. Hall
John J. Hall, Vice President