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UCC
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BK 1557PG0568

STATE MS.-DESOTO CO.
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SEP 5 4 31 PM '02

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LexisNexis Document Solutions
PO Box 2969
Springfield, IL 62708

BK 1557 PG 568
W.E. DAVIS CH. CLK.

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
RTM Development Corporation

OR 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
5995 Barfield Road, Suite 100

1d. TAX ID # SSN OR EIN

ADD'NL INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
ORGANIZATION CORP

1f. JURISDICTION OF ORGANIZATION
DE

1g. ORGANIZATIONAL ID #, if any
2717584

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

2c. MAILING ADDRESS

2d. TAX ID # SSN OR EIN

ADD'NL 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
LaSALLE NATIONAL BANK

OR 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
135 South LaSalle Street, 17th Floor

4. This FINANCING STATEMENT covers the following collateral:
This financing statement relates to a previous financing statement Book 761, Page 286, filed on 5/8/1995, filed in De Soto County, MS, as to the same collateral, which has lapsed.

SEE SCHEDULE I ATTACHED HERETO

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 records) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)

All Debtors

Debtor 1

Debtor 2

8. OPTIONAL FILER REFERENCE DATA
MS-De Soto County FFCA No. 8000-3777

FS0049748-14

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 RTM Development Corporation			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS: MS--De Soto County

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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

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 attached for legal

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

16. Additional collateral description:

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

SCHEDULE I

Debtor hereby grants unto Secured Party a security interest in, to and under any and all of the following property:

Site, Rents and Derivative Interests

The parcel or parcels of real estate legally described in Exhibit A attached hereto, all rights privileges and appurtenances therewith and all buildings, fixtures and other improvements on or hereafter located on such real estate (whether or not affixed to the real estate) (the "Site"); all rents, issues, profits, royalties, income and other benefits derived by Debtor from the Site; all estate, right, title and interest of Debtor in and to all leases or subleases covering the Site or any portion thereof now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all right, title and interest of Debtor in and to any greater estate in the Site owned or hereafter acquired; all interests, estate or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Site; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all right, title and interest of Debtor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Site and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Site;

Personal Property

All right, title and interest of Debtor in and to all tangible personal property now owned or hereafter acquired by Debtor which is now or at any time hereafter located on or at the Site and used or intended for use in connection therewith, including, without limitation, all fixtures, building materials stored on the Site, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating and refrigerating equipment, equipment for electronic monitoring, entertainment, recreation, window or structural cleaning, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), all indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), books, records, manuals, computer systems, communication systems, wall safes (other than the contents thereof), furnishings, appliances, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and maintenance and other supplies located at the Site (the "Personal Property"). Subject to the provisions of Section 3.03 of the Deed of Trust (or Mortgage), Assignment of Rents and Leases and Security Agreement, dated as of May 1, 1995 and executed by Debtor for the benefit of Secured Party

with respect to the Site (the "Mortgage"), Personal Property shall not include Equipment (as defined in the Mortgage) at the Site, if applicable, until such time as Debtor satisfies all of its obligations under the Equipment Note (as defined in the Mortgage) and the Equipment Security Agreement (as defined in the Mortgage);

Intangibles

To the extent permitted by applicable law or the applicable contract or agreement, all of Debtor's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, license agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Trust Estate (or Mortgaged Property) (as defined in the Mortgage), whether now existing or entered into or obtained after the date hereof, and all existing and future telephone numbers and listings in any way relating to the Trust Estate (or Mortgaged Property) or any portion thereof; and

Claims and Awards

All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereafter acquire in the Trust Estate (or Mortgaged Property), and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate (or Mortgaged Property), including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

Together with all proceeds and products of the foregoing.

This UCC-1 Financing Statement is also filed to perfect the security interest granted by Debtor to Secured Party pursuant to, as applicable, either that certain Collateral Assignment of Lease and Guaranty dated as of May 1, 1995 or that certain Collateral Assignment of Lease, Guaranty and Equipment Lease dated as of May 1, 1995 (as applicable for the Site, the "Lease Assignment"), in and to the lease(s) and guaranty with respect to the Site and related contract rights and general intangibles, as described in the Lease Assignment.

EXHIBIT A
LEGAL DESCRIPTION

Lot 3, Resubdivision of Lots 3, 4 and 5, Phase I, DeSoto Crossing Subdivision in Section 25, Township 1 South, Range 8 West, DeSoto County, Mississippi, as shown on Plat of record in Plat Book 46, Page 39, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Indexing Instructions:

Lot 3, Resubdivision of Lots 3, 4 and 5, Phase I
DeSoto Crossing Subdivision
De Soto County, Mississippi