

REORDER FROM
Register, Inc.
314 PIERCE ST.
P.O. BOX 219
ANDOVER, MA 01903
(617) 421-1713

N

NORTH CAROLINA
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM)

12:19

20018

UCC-1

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented: 3	221468
(1) Debtor(s) (Last Name First) and Address(es): (Please Type) T&M Kernersville Development Company, L.L.C. c/o Midland Development Group 12655 Olive Boulevard, Suite 200 St. Louis, Missouri 63141	(2) Secured Party(ies) (Name(s) And Address(es): Teachers Insurance and Annuity Association of America 730 Third Avenue New York, New York 10017 Attn: Ronnie D. Reiman	FILED DICKIE C. WOOD REGISTER OF DEEDS FORSYTH COUNTY, NC APR 02, 12:19 PM '97 \$8.00 PAID	
(3) (a) ☒ Collateral is or includes fixtures. (b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) ☐ Crops Are Growing Or To Be Grown * On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es) FIXTURES	For Filing Officer: <i>Paul J. Immon</i>	

(5) This Financing Statement Covers the Following types [or items] of property.

The property described on Exhibit B attached hereto and hereby made a part hereof, located on or about the real property described on Exhibit A attached hereto and hereby made a part hereof.

☐ Products of the Collateral Are Also Covered. *On Farm Collateral Filing, Name County Debtor Resides in _____
(Cannot be Filed unless County is named.)

(6) Signatures: Debtor(s)

SEE ATTACHED SIGNATURE PAGE

Secured Party(ies) [or Assignees]

(By) _____

Standard Form Approved by N.C. Sec. of State
Revised 11-90

(1) Filing Officer Copy - Numerical

(By) _____

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒

☐ Collateral Is Brought Into This State

☐ Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

BK1941 P0320

SIGNATURE PAGE
ATTACHED TO UCC-1 FINANCING STATEMENT

DEBTOR:

T & M KERNERSVILLE DEVELOPMENT
COMPANY, L.L.C., a North Carolina limited
liability company

By: TOPVALCO, INC., an Ohio corporation,
Member

ATTEST:

By: Rohun M. Oly
Assistant Secretary

By: James E. Dodge
Its: President

[CORPORATE SEAL]

By: MIDLAND KERNERSVILLE
DEVELOPMENT COMPANY, a North
Carolina limited liability company,
Member

By: Lee S. Wielansky (SEAL)
Lee S. Wielansky, Member

EXHIBIT "A"

Being all of Lot 1 and 2 as shown on that certain map entitled 'Final Plat of Kernersville Shopping Center Century Place Boulevard', dated August 7, 1995, and recorded in Plat Book 38, page 119, Forsyth County Registry, map recorded in Plat Book 39, page 55, Forsyth County Registry and map recorded in Plat Book 39, page 136, Forsyth County Registry.

Together with and including all of the right, title and interest of Grantor in and to the non-exclusive easements appurtenant to any or all of said Lots 1 and 2 created in (1) that certain Declaration of Reciprocal Easements and Restrictions recorded in Book 1868, page 3681, Forsyth County Registry, (2) that certain Deed of Easement recorded in Book 1868, page 3663, Forsyth County Registry, (3) that certain Slope Easement Agreement recorded in Book 1667, page 820, Forsyth County Registry, (4) that certain map recorded in Plat Book 38, pages 119, 120 and 121, Forsyth County Registry; or (5) that certain map recorded in Plat Book 39, page 55, Forsyth County Registry, or (6) that certain map recorded in Plat Book 39, page 136, Forsyth County Registry.

EXHIBIT B

1. All buildings (the "Buildings") and improvements of every kind and description now or hereinafter located on the real property described on Exhibit A to this UCC Financing Statement (collectively, the "Improvements");

2. All right, title and interest of Debtor in and to the following property, rights and interests (such real property, the Improvements and such property, rights and interests being collectively called the "Property"):

(a) all right, title and interest of the Debtor, including any after-acquired title or reversion, in and to the beds of ways, roads, streets, avenues and alleys adjoining the said real property;

(b) all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, air rights, development rights or other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including homestead or any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions, remainder and remainders thereof;

(c) the rents, issues, proceeds and profits of the Property;

(d) all of Debtor's right, title and interest in and to (but not Debtor's obligations under) any and all operating agreements; management agreements; covenants, conditions and restrictions; reciprocal easement agreements; and any similar instruments affecting the Property, and

(e) all materials intended for construction, re-construction, alteration and repairs of the Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Property immediately upon the delivery thereof to the aforescribed real property, and all fixtures and articles of personal property now or hereafter owned by Debtor and attached to or contained in and used in connection with Property but excluding that owned by tenants or other third parties including but not limited to all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, office equipment and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Improvements in any manner; it being mutually agreed that all the aforesaid property owned by Debtor and located on the said real property shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, security for the indebtedness of Debtor to Secured Party and covered by that certain Deed of Trust and Security Agreement of even date herewith, given by Debtor to the trustee named therein for the benefit of Secured Party.