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REQUESTED BY
ChoicePoint 2
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 OCT 29 AM 11:50

WERNER CHRISTEN
RECORDER

\$40⁰⁰ PAID K2 DEPUTY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
ChoicePoint2	(720) 747-0904
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<input checked="" type="checkbox"/>	ChoicePoint2
	3000 S. Jamaica Court Suite 150 Aurora, CO 80014

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0511162	03/28/01	Bk301 / Pg6934	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS <input checked="" type="checkbox"/>
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME LaSalle Bank National Association, a national banking association, as Indenture Trustee				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME **LaSalle Bank National Association, as Indenture Trustee under that certain Indenture dated as February 28, 2003 among MSDWMC Owner Trust 2003-F1, LaSalle Bank National Association, as Indenture Trustee and Custodian, and Wells Fargo Bank Minnesota National Association, as Trust Administrator**

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS 135 South LaSalle Street, Ste., 1625	CITY Chicago	STATE IL	POSTAL CODE 60603	COUNTRY USA
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any None <input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME LaSalle Bank National Association, a national banking association, as Indenture Trustee				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA 820.057 Baruk Petroleum	(08679)	0595190
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RIDER TO UCC-1 FINANCING STATEMENT

Name and address of Debtor: BARUK PETROLEUM INC.
8581 Santa Monica Boulevard
Los Angeles, CA 90069

Taxpayer Identification Number of Debtor: 88-0422302

Name and address of Secured Party: Enterprise Mortgage Acceptance
Company, LLC
One Glendinning Place
Westport, CT 06880

Taxpayer Identification Number of Secured Party: [REDACTED] 8460

Enterprise: The business enterprise operated under the following trade name at the following address:

<u>Trade Name</u>	<u>Address</u> (See Exhibit A for more specific description)
JIFFY LUBE	See the Schedule of Properties attached hereto.

The Collateral covered by this Financing Statement includes:

(a) All estate, right, title and interest of the Debtor in, to, under or derived from all machinery, equipment, fixtures and accessions thereof and renewals, replacements thereof and substitutions therefor and other tangible property of every kind and nature whatsoever owned by the Debtor, or in which the Debtor has or shall have an interest, now or hereafter located upon the real property described on Exhibit A annexed hereto (the "Real Property") or in the above described Enterprise, or appurtenant thereto, or usable exclusively in connection with the present or future operation and occupancy of the Enterprise (hereinafter collectively called the "Equipment");

(b) All estate right, title and interest of the Debtor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, computer hardware, software and intellectual property, Accounts, guaranties and warranties, letters of credit, and documents, in each case relating to the Enterprise or to the present or future operation or occupancy of the Enterprise, but in each case excluding all Excluded Collateral (hereinafter defined), and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, all relating to the Real Property and the Enterprise or to the present or future operation or occupancy of the

Real Property and the Enterprise, all architectural, engineering, construction and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Real Property and the Enterprise and all other agreements affecting or relating to the use, enjoyment or occupancy of the Enterprise;

(c) All estate, right, title and interest of the Debtor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Real Property and the Enterprise and all estate, right, title and interest of the Debtor in, to, under or derived from all tradenames or business names relating to the Enterprise or the present or future operation or occupancy of the Enterprise, but excluding all Excluded Collateral (hereafter defined);

(d) All estate, right, title and interest of the Debtor in, to, under or derived from all amounts deposited with the Secured Party, including all insurance proceeds and awards and including all notes, certificates of deposit, securities and other investments relating thereto and all interest, dividends and other income thereon, proceeds thereof and rights relating thereto;

(e) All estate, right, title and interest of the Debtor in, to, under or derived from all proceeds of any sale, transfer, taking by condemnation (or any proceeding or purchase in lieu thereof), financing, refinancing or a conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Real Property or the Enterprise, including all insurance proceeds and awards and title insurance proceeds under any title insurance policy now or hereafter held by the Debtor, and all rights, dividends and other claims of any kind whatsoever (including damage, secured, unsecured, priority and bankruptcy claims) now or hereafter relating to Real Property, the Enterprise, or any other collateral;

(f) All estate, right, title and interest of the Debtor as seller in, to or under any agreement, contract, understanding or arrangement pursuant to which the Debtor has obtained the agreement of any person to purchase any of the Real Property or the Collateral (hereinafter defined) or any interest therein and all income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

(g) All inventory held or maintained at the Enterprise, or otherwise used in the ownership or operation of the Enterprise, including, without limitation, all food and paper inventory together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor (collectively, the "Inventory");

(h) All income and proceeds of any and all of the above items (a) through (g) (all such items (a) through (g) being sometimes referred to as the "Collateral").

Notwithstanding the foregoing provisions, the grant of a security interest hereunder shall **NOT** extend to, and the term "Collateral" shall not include, any general intangibles which are now or hereafter held by the Debtor as licensee, franchisee or otherwise, to the extent that (i) such general intangibles are not assignable or capable of

being encumbered as a matter of law or under the terms of the license, franchise agreement or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or franchisor thereof or other applicable party thereto and (ii) such consent has not been obtained ("Excluded Collateral"); *provided, however*, that the foregoing grant of security interest shall extend to, and the term Collateral shall include, (A) any and all proceeds of such general intangibles to the extent that the assignment or encumbering of such proceeds is not so restricted and (B) upon any such licensor, franchisor or other applicable party's consent with respect to any such otherwise excluded general intangibles being obtained, thereafter such general intangibles as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and the term "Collateral."



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SCHEDULE OF PROPERTIES

Enterprise ID No.	Address	County
053702233	2249 West Williams Avenue Fallon, NV 89406	Churchill
053702234	1766 US Highway 395 North Minden, NV 89423	Douglas

COPY

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EXHIBIT A

LEGAL DESCRIPTION

Order No.: 00050372

The land referred to herein is situated in the State of Nevada, County of Churchill, City of Fallon described as follows:

A Parcel of land in the Southeast Quarter of the Southeast Quarter of Section 26, Township 19 North, Range 28 East, M.D.B.&M., described as follows:

Commencing at the Southeast corner of said Section 26, thence North 00°13' East, along the East line of said Section 26, 529.66 feet, to the center line of U.S. Highway No. 50; thence North 71°47' West, along the center line of said Highway, 1209.34 feet; thence South 01°30' West, 52.2 feet, to the South boundary of said Highway and the True Point of Beginning; thence South 01°30' West, 209.16 feet; thence North 89°49' West, 180.26 feet, to the West line of the Southeast Quarter of the Southeast Quarter of said Section 26; thence North 00°11' East, along the West line of said Southeast Quarter of the Southeast Quarter, 269.35 feet to the South Boundary of said Highway; thence South 71°47' East, 194.58 feet to the True Point of Beginning.

APN: 1-261-12

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EXHIBIT A

LEGAL DESCRIPTION

Order No.: 000502343

The land referred to herein is situated in the State of Nevada, County of DOUGLAS COUNTY, described as follows:

PARCEL 1:

A parcel of land located within a portion of the West one-half (W 1/2) of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada described as follows:

Commencing at the Southeast corner of Parcel 1 as shown on the Parcel Map for MINDEN IRONWOOD PARTNERS AND CHARLES H. PAYA recorded in Book 1095 at Page 4101 as Document No. 373418; Douglas County, Nevada, Recorder's Office: thence South 00°18'00" West, 331.08 feet to the POINT OF BEGINNING; thence continuing South 00°18'00" West 113.46 feet; thence North 89°42'00" West 139.64 feet; thence North 00°18'00" East, 113.46 feet; thence South 89°42'00" East, 139.64 feet to the POINT OF BEGINNING.

The basis of Bearing for this description is the South line of Parcel 1 as shown on the Parcel Map for MINDEN IRONWOOD PARTNERS AND CHARLES H. PAYA recorded in Book 1095 at Page 4101 as Document No. 373418, Douglas County, Nevada, Recorder's Office.

Parcel A as shown on the Record of Survey for FOOTHILL DEVELOPMENT GROUP, MINDEN IRONWOOD, (a Commercial Subdivision), recorded April 14, 1997 in Book 497 Page 2055 as Document No. 410525.

APN 1320-30-211-098

PARCEL 2:

Easement rights set forth in the following:

Ingress and egress access easements and utility easements as contained on Parcel Map recorded September 6, 1990, as Document No. 233981, and as contained on Parcel Map recorded October 16, 1991, as Document No. 262864. Access easements contained in Commercial Subdivision Map recorded March 24, 1997, as Document No. 408980.

Reciprocal easements for ingress, egress, utilities and public
Continued on next page

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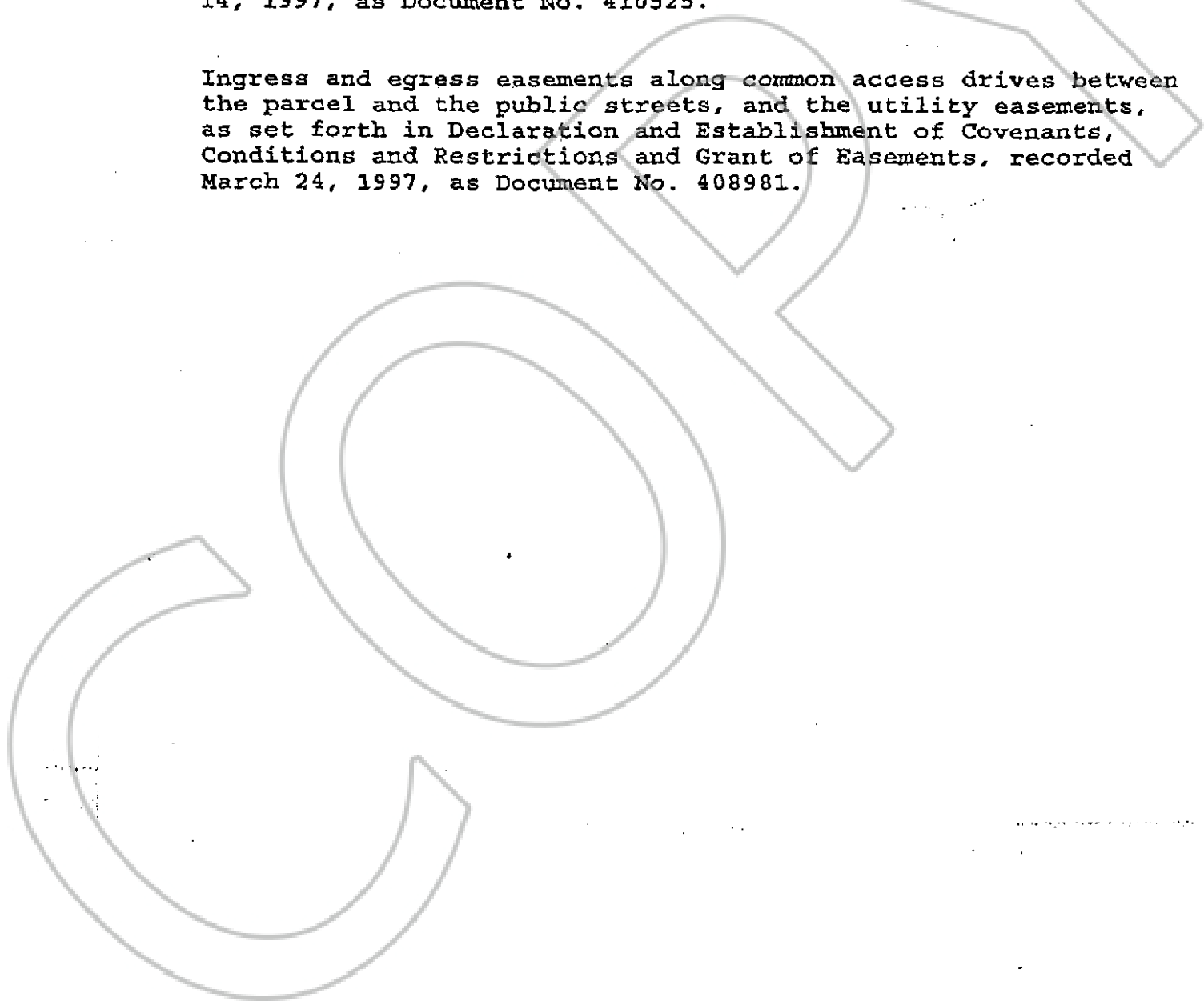
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EXHIBIT A

Continued

access as contained on the Record of Survey Map recorded April 14, 1997, as Document No. 410525.

Ingress and egress easements along common access drives between the parcel and the public streets, and the utility easements, as set forth in Declaration and Establishment of Covenants, Conditions and Restrictions and Grant of Easements, recorded March 24, 1997, as Document No. 408981.

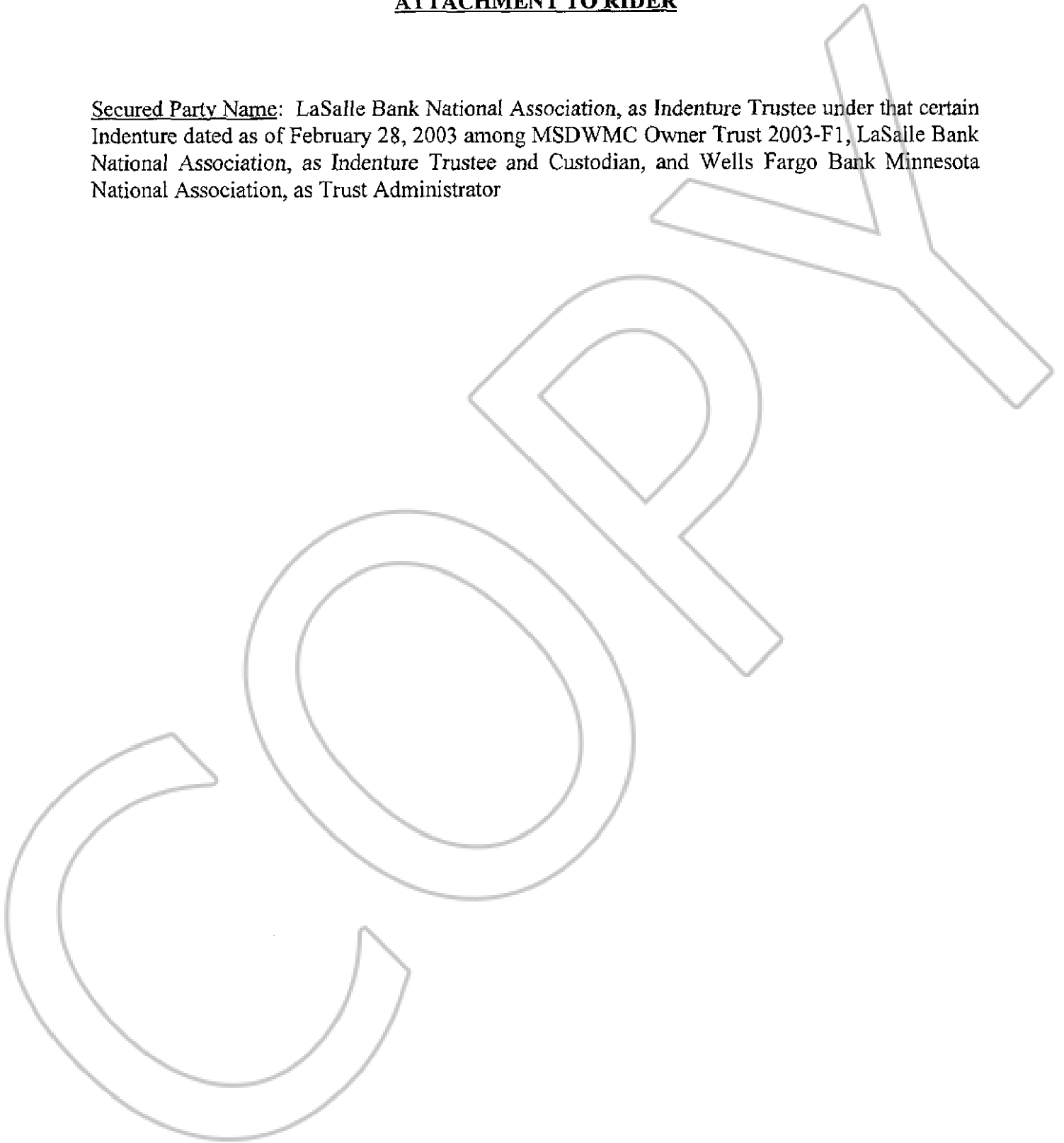


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ATTACHMENT TO RIDER

Secured Party Name: LaSalle Bank National Association, as Indenture Trustee under that certain Indenture dated as of February 28, 2003 among MSDWMC Owner Trust 2003-F1, LaSalle Bank National Association, as Indenture Trustee and Custodian, and Wells Fargo Bank Minnesota National Association, as Trust Administrator



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