

643
CONSENT AND ACKNOWLEDGMENT
OF ASSIGNMENT OF LEASE

From

MUNFORD, INC.

To

ROMNUF CORPORATION

And

THE CITIZENS AND SOUTHERN NATIONAL BANK

And

Gerald R. Purdon,
as Trustees

Dated as of July 23, 1973

This document was prepared by
Nessen & Csaplar, 84 State Street
Boston, Massachusetts 02109



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CONSENT AND ACKNOWLEDGMENT, made as of July 23, 1973

(herein, together with all amendments and supplements hereto called this Agreement) from MUNFORD, INC., a Georgia corporation (herein, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, called Lessee), having an address at 68 Brookwood Drive, N.E., Atlanta, Georgia 30309, to ROMNUF CORPORATION, a Delaware corporation (the Company) having an address at Lehman Special Services, Inc., 1 William Street, New York, New York 10004 and to THE CITIZENS AND SOUTHERN NATIONAL BANK, as trustee (herein, together with its successors and assigns as such trustee, called the Trustee), a national banking association, having a corporate trust office at Broad and Marietta Streets, Atlanta, Georgia 30399 and Gerald R. Purdon, as individual trustee, having an address c/o The Citizens And Southern National Bank, Broad and Marietta Streets, Atlanta, Georgia 30399 (herein, together with their respective successors and assigns as such trustees and all separate trustees and co-trustees appointed as provided in Section 8.6 of the Indenture hereinafter referred to, collectively called the Trustees, under an Indenture of Mortgage and Deed of Trust, dated as of July 23, 1973 (herein, together with all supplements and amendments thereto, called the Indenture), from the Company to the Trustees.

The Company is the lessor under a lease dated as of July 23, 1973 (herein, together with all amendments and supplements thereto called the Lease), whereby the Company has leased and will lease to Lessee the parcels of land described and to be described in Schedule A hereto and the improvements located thereon (herein collectively called the Properties).

On or about the date of the execution and delivery hereof and from time to time hereafter the Company is issuing, pursuant to the terms of the Indenture, its 8% Secured Notes Due December 31, 1993 and its 8-1/4% Secured Notes Due December 31,

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1993 (the Notes), in an aggregate principal amount not in excess of \$3,300,000 to two institutional investors (the Investors). As further security for the due and punctual payment of the Notes, the Company has assigned the Lease to the Trustees pursuant to the Indenture and a separate instrument of assignment of lease, dated as of July 23, 1973 (the Assignment), from the Company to the Trustees.

The execution and delivery of this Agreement by Lessee is an inducement to the Investors to purchase the Notes and to the Trustees to accept the trusts created by the Indenture.

NOW, THEREFORE, in consideration of the premises, Lessee agrees with the Trustees as follows:

1. Lessee consents to the provisions of the Assignment, and agrees to pay and deliver to the Trustee all rentals and other sums payable under the Lease and assigned to the Trustees pursuant to the Assignment, or sums equal thereto, without offset, deduction, defense, abatement, deferment or diminution, and will not, for any reason whatsoever, seek to recover from the Trustees, any moneys paid to the Trustee by virtue of the Assignment. Lessee agrees that all sums payable to the Trustee pursuant to the next preceding sentence shall be forwarded in such a manner that the Trustee shall have "collected funds" on the date on which such sums are due and payable. Lessee agrees to deliver to the Trustee at its address set forth above or at such other address as the Trustee may designate, duplicate original copies of all notices, undertakings, demands, statements, documents and other communications which Lessee is required or permitted to deliver pursuant to the Lease. No such payment or delivery made by Lessee shall be of any force or effect unless made to the Trustee as provided above.

2. Lessee hereby covenants and agrees that it will remain obligated under the Lease in accordance with its terms, and

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that it will not take any action to terminate (except as expressly permitted by the Lease), rescind or avoid the Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceeding affecting the Company or any assignee of the Company, and notwithstanding any action with respect to the Lease which may be taken by any trustee or receiver of the Company ~~or of~~ any such assignee or by any court in any such proceeding.

3. Lessee agrees that (i) if, pursuant to the Lease, Lessee shall offer to purchase any Property, or any part thereof, or the net amount of any insurance proceeds or condemnation award, notice of acceptance of such offer shall be deemed ~~validly given for all~~ purposes if given by the Trustee, (ii) if, pursuant to the Lease, the lessor under the Lease shall have the right to require Lessee to purchase any Property or the right to require Lessee to prepay rentals with respect to any Property, notice of the exercise of any such right shall be deemed validly given for all purposes if given by the Trustee, and (iii) if Lessee shall become obligated to purchase any Property, or any part thereof, or the net amount of any insurance proceeds or condemnation award, pursuant to any provision of the Lease, a deed and other instruments conveying and transferring such Property, or any part thereof, the net amount of any insurance proceeds or condemnation award, which are executed and delivered by the Trustee will be acceptable as being in compliance with the provisions of the Lease, provided, that said deed and other instruments shall otherwise be in compliance with the provisions of the Lease. Lessee further agrees that, if it should become necessary for the Trustee or any other party to institute any foreclosure or other judicial proceeding in order that title to any Property may be conveyed to Lessee, the time within which delivery of the deeds, bills of sale, assignments or other instruments relating to such


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Property may be made shall be extended to the extent necessary to permit the Trustee or such other party to institute and conclude such foreclosure or other judicial proceeding, and Lessee agrees that the Lease shall not terminate, but shall continue in full effect until the expiration of such period of extension.

4. Lessee represents to the Trustees that the Lease is in full force and effect and is not in default. Lessee agrees that it will not enter into any agreement subordinating, amending, modifying or terminating the Lease without the consent thereto in writing of the Trustee and that any attempted subordination, amendment, modification or termination without such consent shall be void.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. The following is Schedule A referred to in this Agreement.


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SCHEDULE A

DESCRIPTION OF THE PROPERTIES

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Store 09409
Property No. 1
2440 Lower Wetumpka Road
Montgomery, Montgomery County,
Alabama

SCHEDULE A

All that tract or parcel of land lying and being in
the City and County of Montgomery, State of Alabama to-wit:

Commence at the Southeast corner of the intersection
of Gibson Street and Lower Wetumpka Road, said point
being the point of beginning; thence from said point
of beginning run along the East side of said Lower
Wetumpka Road, S. 15° 14' W, 104.22 feet; thence S.
88° 56' E, 170.22 feet; thence N. 00° 52' E, 103.77 feet
to a point on the South side of Gibson Street; thence
along the South side of Gibson Street, S. 89° 57' W,
144.39 feet to the point of beginning.

Said described property contains .369 Acres more or
less and being further described as part of Lot B-1,
according to the map of "Resub of Lots B & C of map
of part of the Gibson property being a part of Lots 25
& 26 of the Pickett Plat", as recorded in the Office of
the Judge of Probate, Montgomery County, Alabama, in
Plat Book 24 at Page 79.



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Store 09409
Property No. 1
2440 Lower Wetumpka Road
Montgomery, Montgomery County,
Alabama

SUBJECT TO:

- (1) All taxes due in the year 1973, which are a
lien but not yet due and payable, and subsequent
years.



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Store 09206
Property No. 2
East College Street near Milner
Columbiana, Shelby County,
Alabama

SCHEDULE A

All that tract or parcel of land lying and being in the Southwest one-quarter of the Northwest one-quarter of Section 25, Township 21 South, Range 1 West, situated in the City of Columbiana, Shelby County, Alabama, and more particularly described as follows:

BEGINNING at the intersection of the Southerly right of way line of East College Street (State Highway 25) and the Easterly right of way line of East Milner Street; thence running in an Easterly direction along the Southerly right of way line of East College Street (State Highway 25) a distance of 128.0 feet to the point of beginning; thence turn an angle of 93 degrees 00 minutes right running in a Southerly direction a distance of 196.40 feet to an iron pin; thence turn an angle of 93 degrees 00 minutes left running in an Easterly direction a distance of 100.0 feet to an iron pin; thence turn at an angle of 87 degrees 00 minutes left running in a Northerly direction a distance of 196.40 feet to an iron pin located in the Southerly right of way line of East College Street (State Highway 25); thence turn an angle of 93 degrees 00 minutes left running in a Westerly direction along the Southerly right of way of East College Street (State Highway 25) a distance of 100.0 feet to an iron pin and the POINT OF BEGINNING.



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Store 09206
Property No. 2
East College Street near Milner
Columbiana, Shelby County,
Alabama

1. Taxes for 1973 which are a lien but are not yet
due and payable and subsequent years.

2. Alabama Power Company permit dated March 10, 1942, and
recorded in Probate Office of Shelby County, Alabama, in Deed Book
113 at page 195, as modified and amended by disclaimer instrument
dated February 6, 1973, and recorded in Miscellaneous Book 3 at
page 769 in said Probate Office.



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Store 09410
Property No. 3
2101 North Airport Road
Dothan, Houston County,
Alabama

SCHEDULE A

A lot or parcel of land in the City of Dothan, Houston County, Alabama and being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 34, Block C of Griffin Heights Subdivision-Phase 2 (a plat thereof being recorded in the Office of the Probate Judge in Plat Book 3, page 72) and thence S. 69°29' E. along the Northerly side of Faye Lane, 125.6 feet; thence N. 65°31' E. 34.37 feet to the Westerly side of North Airport Road; thence N. 22°16'44" E. along the Westerly side of North Airport Road, 100.37 feet; thence N. 65°45' W. 154.78 feet to the East line of said Lot 34 of Griffin Heights Subdivision-Phase 2; thence S. 20°31' W. along the East line of said Lot 34, 135 feet to the point of beginning. Said lot being in the NW 1/4 of the NW 1/4 of Section 10, T3N, R26E and containing 0.448 (19,515 sq.feet), acres, more or less.


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Store 09410
Property No. 3
2101 North Airport Road
Dothan, Houston County,
Alabama

SUBJECT TO:

- (1) Taxes for the year 1973 and subsequent years.
The taxes for the year 1973 constitute a lien
but are not due and payable until October 1, 1973.
- (2) Easement granted by Warranty Deed dated May 8, 1973
for use of catch basin located at or near the West
property line and approximately 15 feet from pro-
perty line bearing N. 20°31' E, existing improvements
do not violate this easement.



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Store 09411
Property No. 4
2710 Highland Avenue
Montgomery, Montgomery County,
Alabama

SCHEDULE A

The following described property situated in the City and County of Montgomery, State of Alabama, to-wit:

Lot E-1 according to a replat of Lot B of Jones replat of Lots 1 through 9 of Fay's resubdivision of Lot 5 of Brown's Addition to Highland Park as said replat of Lot B is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 24, at Page 148. Said lot being more particularly described as follows:

Commence at the Southeast corner of the intersection of Grace Street and Highland Avenue, and run East along the South side of Highland, 106 feet to the point of beginning; thence from said point of beginning continue along the South side of Highland Avenue, N. 90° 00' E, 128.50 feet; thence S. 00° 10' E. 165.0 feet; thence N. 90° 00' W. 129.89 feet; thence N. 00° 19' E. 165.0 feet to the point of beginning.

Said described parcel contains .490 acres more or less and being further described as Lot B-1, according to a replat of Lot B of a Replat of Lots 1-9 of Fay's Resubdivision of Lot 5 of Brown's addition to Highland Park, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 24, at page 148.




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Store 09411
Property No. 4
2710 Highland Avenue
Montgomery, Montgomery County,
Alabama

SUBJECT TO:

- (1) All taxes due in the year 1973, which are a lien but not yet due and payable, and subsequent years.
- (2) Easement granted City of Montgomery by instrument dated September 8, 1958 and recorded in Deed Book 458, at Page 509 and as shown on Plat of Survey by George T. Goodwyn, dated July 18, 1973.


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Store 04833
Property No. 5
Lynn Lane and 44th Street
N. Little Rock, Pulaski County,
Arkansas

SCHEDULE A

A part of the NE 1/4 SE 1/4, Section 21, T-3-N,
R-12-W, Pulaski County, Arkansas, more particularly
described as follows:

BEGINNING at the NE corner of
said NE 1/4 SE 1/4, Section 21; thence South 224.0 feet;
thence S 56° 52' W 24.7 feet to a point on the East right-
of-way line of Missouri-Pacific Railroad; thence N 30°
36' W and along the East right-of-way line of said rail-
road, 277.3 feet to the point on the South right-of-way
line of Lynn Lane; thence N 89° 35' E and along the South
right-of-way line of Lynn Lane 161.9 feet to the point of
beginning, containing 21,344 sq. ft. or 0.49 acres, more
or less.

ALSO KNOWN AS Lot 10, Heyden's Homesite No. 2, North
Little Rock, Arkansas.


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Store 04833
Property No. 5
Lynn Lane and 44th Street
N. Little Rock, Pulaski County,
Arkansas

SUBJECT TO:

- (1) General taxes for 1973 and future years and
future assessments of North Little Rock
Sanitary Sewer System and Mid Arkansas
Regional Water Distribution District.



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Store 04843
Property No. 6
5th Street and Buerkle
Stuttgart, Arkansas County,
Arkansas

SCHEDULE A

A part of Block 3, Union Addition to the City of Stuttgart, Arkansas County-Northern District, Arkansas, more particularly described as follows:

BEGINNING at the Intersection of the East right-of-way line of Buerkle Street and the South right-of-way line of 5th Street; thence East and along the South right-of-way line of 5th Street 150.0 feet to the NE corner of Lot 7, Block 3; thence S 00° 01' E 117.2 feet to the SE corner of Lot 7, Block 3, said point being on the North line of an 18 foot alley; thence N 89° 56' W and along the North line of said alley 150.0 feet to a point on the East right-of-way line of Buerkle Street; thence N 00° 01' W and along the East right-of-way line of Buerkle Street 117.0 feet to the point of beginning, containing 17,565 square feet, or 0.403 acres more or less.


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Store 04843
Property No. 6
5th Street and Buerkle
Stuttgart, Arkansas County,
Arkansas

SUBJECT TO:

- (1) General taxes for 1973 and future years and future assessments of Municipal Sewer Improvement District of Stuttgart; Stuttgart and Kings Bayou Drainage and Irrigation District No. 1 of Arkansas County.


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Store 04844
Property No. 7
9800 Sylvan Hills Highway
N. Little Rock, Pulaski County,
Arkansas

SCHEDULE A

A part of the S 1/2 of the SE 1/4 of the SW 1/4 of the NW 1/4 of the SW 1/4 and a part of the S 1/2 of the SW 1/4 of the SW 1/4 of the NW 1/4 of the SW 1/4, Section 31, T-3-N, R-11-W, Pulaski County, Arkansas, more particularly described as follows:

BEGINNING 25 feet North and 7 feet East of the SW corner of the S 1/2 SE 1/4 Sw 1/4 NW 1/4 SW 1/4; thence Northwesterly along the East right-of-way line of State Highway No. 107, 141.2 feet (140.4 feet measured); thence East along the North line of the S 1/2 SW 1/4 SW 1/4 NW 1/4 SW 1/4 and the North line of the S 1/2 SE 1/4 SW 1/4 NW 1/4 SW 1/4, 158.5 feet; thence South 140.8 feet; thence West 152.5 feet (150.3 feet measured) to the point of beginning, containing 21,704 sq. ft. or .498 acres, more or less.

NOTE: State Highway No. 107 formerly designated as State Hwy No. 5.

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Store 04844
Property No. 7
9800 Sylvan Hills Highway
N. Little Rock, Pulaski County,
Arkansas

SUBJECT TO:

- (1) General taxes for 1973 and future years and future assessments of Suburban Sewer Improvement District #212; and Mid-Arkansas Regional Water Distribution District, not yet due and payable.



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Store No. 42009
Property No. 8
4202 Ortega Boulevard at Corinthian
Jacksonville, Duval County,
Florida

SCHEDULE A

That certain tract or parcel of land situate, lying and being in the City of Jacksonville County of Duval, State of Florida and being described as Lot 1 (except the Southwesterly 30 feet thereof), Block 31, Ortega as recorded in Plat Book 3, Page 40 of the public records of said County and being more particularly described as beginning at the Northwest corner of said Lot 1, Block 31, Ortega, the same being situated in the Southerly right of way line of Corinthian Avenue (a 70 foot right of way); thence South 59°20' East along the Southerly right of way line of said Corinthian Avenue 113.2 feet to an intersection with the Westerly right of way line of Ortega Blvd. (a 100 foot right of way); thence along a curve in the right of way line of said Ortega Blvd., said curve being concave to the East and having a radius of 958.35 feet, a distance of 89.0 feet as measured along a chord bearing South 22°29' 16" West to an intersection with Northeasterly boundary of the Southwesterly 30 feet of said Lot 1, Block 31; thence North 59° 20' West along said boundary 124.83 feet to the Westerly boundary of said Lot 1, the same being the Easterly boundary of Lot 4 of said Block 31, Ortega; thence North 30° East along said boundary 88.1 feet to the point of beginning.

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Store No. 42009
Property No. 8
4202 Ortega Boulevard at Corinthian
Jacksonville, Duval County,
Florida

SUBJECT TO:

- (1) Consolidated City of Jacksonville ad valorem taxes for the year 1973 (which becomes a lien on January 1, 1973 and are ~~not~~ payable until November 1, 1973) and any ad valorem taxes or assessments levied or assessed subsequent to the date hereof.



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Store 42014
Property No. 9
2338 Stanford Road
Panama City, Bay County,
Florida

SCHEDULE A

All that certain land situate in Bay County, Florida, as follows:

Commence at the SE Corner of Section 30, T3S, R14W; thence North, along the East Line of said Section 30, 50 feet to the North R/W Line of 23rd Street; thence West, along said North R/W Line, 135.30 feet to the existing East R/W Line of Stanford Road; thence North, along said East R/W Line, 180.46 feet to the intersection with the Northwesterly R/W Line of Power Line Easement; thence Northeasterly, along said Power Line R/W Line 0.37 feet to the Deeded East R/W Line of Stanford Road and the Point of Beginning; thence North at an angle of $38^{\circ}30'54''$ to the Left, along said Stanford Road, 166.31 feet; thence East, at an angle of $89^{\circ}13'26''$ to the Right, 133.69 feet to said R/W Line of Power Line Easement, said Point being also 1.31 feet West of the East Line of said Section 30; thence Southwesterly, at an angle of $129^{\circ}17'28''$ to the Right, along said Power Line R/W, 214.81 feet to the Point of Beginning; containing 0.2552 acres.



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Store 42014
Property No. 9
2338 Stanford Road
Panama City, Bay County,
Florida

SUBJECT TO:

- (1) Taxes for the year 1973, which will not become due and payable until November 1, 1973, and any taxes or assessments levied or assessed subsequent to the date hereof.
- (2) Encroachment of unrecorded "15' Easement" onto East property line as shown on plat of survey by Frank R. Schilling, Jr., Florida Land Surveyor, dated December 5, 1972. Said easement lies over the East 15 feet of Section 30, T3S, R14W, and encroaches onto subject land to the extent of 13.69 feet, but does not affect existing improvements as reflected by survey.



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Store 42012
Property No. 10
910 Cherry Street
Panama City, Bay County
Florida

SCHEDULE A

All that land situate in Bay County, Florida, as follows:

Commence at the intersection of the South right-of-way line of Cherry Street and the Southwest right-of-way line of Bonita Avenue; thence West along the South right-of-way line of said Cherry Street for 110.48 feet to the Point of Beginning; thence South 0° 14' West for 125 feet; thence West for 160 feet; thence North 0° 14' East for 125 feet to the South right-of-way line of said Cherry Street; thence East along said South right-of-way line for 160 feet to the Point of Beginning. Being a portion of Lots 4, 5, 6 and 7, Block 54, Bunker's Cove, Sudduth Realty Company of Florida's Corrected Plat of H. L. Sudduth's Second Addition of Panama City according to the plat recorded in Plat Book 1, page 58, in the Public Records of Bay County, Florida, and containing 0.459 acres more or less.




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Store 42012
Property No. 10
910 Cherry Street
Panama City, Bay County,
Florida

SUBJECT TO:

- (1) Taxes for the year 1973, which will not become due and payable until November 1, 1973, and any taxes or assessments levied or assessed subsequent to the date hereof.
- (2) Reservations contained in the deed from Humble Oil & Refining Company to James A. Shirley and wife Virginia B. Shirley, dated November 5, 1971, and recorded in Bay County Official Records Book 350, page 610, which is a petroleum restriction, expiring September 27, 1976.


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Store 42870
Property No. 11
101 South Main Street
Fountain Inn, Greenville County,
South Carolina

SCHEDULE A

All that certain piece, parcel of lot of land situate, lying and being in the Town of Fountain Inn, County of Greenville, State of South Carolina, as shown on survey entitled "Plat for City Ice Delivery Company", made by Webb Surveying & Mapping Co., dated June 8, 1972, recorded in the RMC Office for Greenville County, S.C., in Plat Book 4-II, at page 46 and having according to said survey the following courses and distances to-wit:

Beginning at an iron pin on the East side of Main Street and the South side of Trade Street, and running thence along the South side of said Trade Street N 52 - 45 E 93.9 feet to an iron pin; thence S 37 - 15 E 49.9 feet to an iron pin, thence N 52 - 45 E 20 feet to an iron pin; thence S 37 - 15 E 50.1 feet to an iron pin; thence S 52 - 45 W 113.8 feet to an iron pin on Main Street; thence with said Main Street N 37 - 15 W 100 feet to an iron pin, the point of beginning.

PARCEL TWO:

All that certain piece, parcel or lot of land located in Greenville County, South Carolina, in the Town of Fountain Inn, being a strip 6 inches in width along the southeastern boundary of property presently owned by Grantee and the northwest boundary of property presently owned by Grantor, and being more particularly described as follows:

BEGINNING at an iron pin located on the southern corner of the aforesaid property of Grantee, thence South 37-15 East 6 inches to a point; thence North 52-45 East 113.8 feet to a point; thence North 37-15 West 6 inches to a point; thence South 52-45 West 113.8 feet to the point of beginning.

The above property is conveyed subject to any and all easements, restrictions, or other encumbrances of record.



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Property No. 11
101 South Main Street
Fountain Inn, Greenville County,
South Carolina

SUBJECT TO:

- (1) Taxes for the year 1973 and subsequent years, not yet due and payable.
- (2) Plat of property prepared by Charles F. Webb, RLS dated October 28, 1972, and resurveyed and updated July 3, 1973, shows power line across Western portion of insured premises.
- (3) Plat of property prepared by Charles F. Webb, RLS dated October 28, 1972, and resurveyed and updated July 3, 1973, shows overhead wires across the Northeastern portion of the property.
- (4) Plat of property prepared by Charles F. Webb, RLS dated October 28, 1972, and resurveyed and updated July 3, 1973, shows that gutters and power meter on building to the Northeast encroach on the insured premises.



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Store 42845
Property No. 12
1288 Cherryvale Road & Dorsey Drive
Sumter, Sumter County
South Carolina

SCHEDULE A

All that certain piece, parcel or lot of land, situate, lying and being on the Western side of Cherryvale Drive in the County of Sumter and State of South Carolina as more fully described as follows:

All that Lot of land beginning at an iron pin in the Western R/W line of Cherryvale Dr., said point being 2432 & 5/10 feet South of the Southern R/W line of U.S. Hwy. No. 76, and running thence along the Western R/W line of Cherryvale Dr. S. 12 degrees, 59 min. E., 100 ft. to an iron pin, and S. 7 degrees, 28 min. E., 25 ft. to an iron pin, thence S. 82 degrees, 32 min. W., 285 & 9/10 ft. to an iron pin thence N. 7 degrees, 00 min. W. 125 ft. to an iron pin, thence N. 82 degrees, 40 min. E. 275 & 6/10 ft. to an iron pin, the point of beginning, being the Northern 125 ft. of a Lot shown on a Plat by: H. S. Willson, R.L.S., & dated August 14, 1972.

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19731029000059620 29/36 \$.00
Shelby Cnty Judge of Probate, AL
10/29/1973 01:00:00 AM FILED/CERT

Store 42845
Property No. 12
1288 Cherryvale Road & Dorsey Drive
Sumter, Sumter County,
South Carolina

SUBJECT TO:

- (1) Taxes for the year 1973 and subsequent years,
a lien, but not yet due and payable.



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Store 42903
Property No. 13
1402 New Abbeville Highway (S.C. Hwy. 72)
Greenwood, Greenwood County,
South Carolina

SCHEDULE A

ALL that certain piece, parcel, or lot of land situate, lying and being on the northern side of S. C. Highway No. 72, west of the City of Greenwood, in the County of Greenwood, State of South Carolina, and being more particularly shown and described by a plat of the same made for City Ice Delivery Company by Hearst Coleman Associates, Engineers, dated October 23, 1972, and recorded in the OCC for Greenwood County in Plat Book 21, page 165, which plat by reference is made a part hereof, said property containing 25,000 sq.ft, or 0.5739 acres, and being more particularly described as follows:

BEGINNING at a Point of Reference located at the intersection of center lines of Chinquapin Road and U. S. Highway No. 72 and running thence South 83 degrees 33 minutes West for 14.0 feet along the center line of U. S. Highway No. 72; thence South 06 degrees 27 minutes East for 37.5 feet to an iron pin at POINT OF BEGINNING; thence turning and running South 83 degrees 33 minutes West for 125.00 feet to an iron pin; thence North 06 degrees 27 minutes West for 200.00 feet to an iron pin; thence North 83 degrees 33 minutes East for 125.00 feet to an iron pin; thence South 06 degrees 27 minutes East for 200.00 feet to an iron pin and POINT OF BEGINNING.

ALSO, a 20 foot access easement from the old Abbeville Highway to the rear of the above described lot, as more particularly shown and described on the plat hereinabove referred to. Said 20 foot access easement is bounded on the West, Northwest, North and Southeast by other Jones property; on the Northeast by the Old Abbeville Highway; and on the South by the lot of land hereinabove described.


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Store 42903
Property No. 13
1402 New Abbeville Highway (S.C.Hwy.72)
Greenwood, Greenwood County,
South Carolina

SUBJECT TO:

- (1) Taxes for the year 1973 and subsequent years,
not yet due and payable.



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IN WITNESS WHEREOF, Lessee has caused this Agreement
to be executed and its corporate seal to be hereunto affixed
and attested by its officers thereunto duly authorized.

MUNFORD, INC.

By Jay E. Kibel
Vice President

[SEAL]

Attest:

By Steph L. Brown
Assistant Secretary

WITNESS:

Walter Driver
P. J. Birchell



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Alabama

State of Georgia)
County of Fulton) ss.:

I, Barbara Smith, a Notary Public in and for
said county in said state, hereby certify that Jay E. Ralston
and Stephen D. Dugan, whose names as Vice President and Assis-
tant Secretary of Munford, Inc., a corporation, are signed to
the foregoing conveyance, and who is known to me, acknowledged
before me this day that, being informed of the contents of the
conveyance, they, as such officers and with full authority,
executed the same voluntarily for and as the act of said cor-
poration.

Given under my hand and seal of office this 16th day
of October, 1973.

[SEAL]

Barbara Smith
Notary Public

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Shelby Cnty Judge of Probate, AL
10/29/1973 01:00:00 AM FILED/CERT

Notary Public, Georgia State of Georgia
My Commission Expires Feb. 2, 1974

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STATE OF *Georgia*)
COUNTY OF *Fulton*) ss.:

On this *16th* day of *October*, 1973 before me
Barbara Smith a Notary Public duly commissioned, qualified
and acting, within and for the said County of State, appeared
in person the within named *Jay E. Rickett* and *Stephen D. Dumas*
to me personally well known, who stated that they were the
Vice President and Assistant Secretary of Munford, Inc., a
corporation, and were duly authorized in their respective capaci-
ties to execute the foregoing instrument for and in the name
and behalf of said corporation, and further state and acknowledge
that they had so signed, executed and delivered said foregoing
instrument for the consideration, uses and purposes therein men-
tioned and set forth.

In testimony whereof, I have hereunto set my hand and
official seal this *16th* day of *October*, 1973.

[SEAL]

Barbara Smith
Notary Public

Notary Public, Georgia State at Large
My Commission Expires Feb. 2, 1974.



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10/29/1973 01:00:00 AM FILED/CERT

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Florida

STATE OF *Georgia*)
COUNTY OF *Fulton*) ss.:

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgements, personally appeared *Jay E. Patel* and *Stephen Brown*, to me known and known to be the persons described in and who executed the foregoing instrument as Vice President and Assistant Secretary, respectively, of Munford, Inc., and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said corporation.

Witness my hand and official seal in the County and State last aforesaid this *16th* day of *October* 1973.

[SEAL]

Barbara Smith
Notary Public

My commission expires:

Notary Public, Georgia State at Large
My Commission Expires Feb. 2, 1974.



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SHELBY COUNTY
JUDGE OF PROBATE
OFFICE