



STATE OF ALABAMA  
COUNTY OF JEFFERSON 98  
COUNTY OF JEFFERSON (Bessemer Division)  
COUNTY OF CALHOUN  
COUNTY OF SHELBY  
COUNTY OF MONTGOMERY

# MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING

THIS INDENTURE (hereinafter "Mortgage"), made on this 28th day of December, 1989, between JOHN R. KOSIN, a married man, and WEN-ALABAMA, INC., an Alabama corporation (hereinafter collectively and severally referred to as "Mortgagors") and SANWA BUSINESS CREDIT CORPORATION ("Mortgagee").

## W I T N E S S E T H :

WHEREAS, the said Mortgagors, are and will be indebted to Mortgagee by the terms of a Real Estate Note and an Installment Note of even date in the principal sum of \$6,100,000.00 and \$2,900,000.00, respectively, and payable in accordance with the terms of such Notes.

NOW THEREFORE, the undersigned Mortgagors in consideration of the premises and to secure the payment of the Obligations due and to become due pursuant to the terms of such Notes of even date and any other indebtedness (whether now existing or hereafter created) owed to Mortgagee by Mortgagors and in compliance with all the stipulations herein contained, do hereby grant, bargain, sell, assign and convey unto SANWA BUSINESS CREDIT CORPORATION, their successors, and assigns, (i) all right, title, and interest in and to the premises situated in Jefferson, Calhoun, Shelby, and Montgomery County, Alabama and described in Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", and "T" attached hereto and incorporated herein by this reference, whether now owned or hereafter acquired (hereinafter "Mortgaged Property"), and (ii) all right, title, and interest of Mortgagors in the leases (hereinafter "Leases") described in Exhibits "K", "L", "M", "N", "O", "P", "Q", "R", "S", and "T" attached hereto and incorporated herein by this reference, including all rights and options thereunder (all of which, including the Mortgaged Property, the Leases, and together with the property described in the next succeeding paragraphs is herein called the "Premises").

TOGETHER WITH all and singular the rights, members, privileges, appurtenances, tenements, buildings, structures, equipment, machinery, and fixtures thereunto belonging now or in the future, or in anywise appertaining (This Mortgage conveys goods that are or are to become fixtures, and thus is effective

as a fixture filing in accordance with Alabama Code 7-9-406(6) (1984)); and

TOGETHER WITH any awards hereafter made for any taking of or injury to said Premises through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it.

[THE PREMISES DOES NOT CONSTITUTE THE HOMESTEAD OF THE MORTGAGOR JOHN R. KOSIN, NOR OF HIS SPOUSE.]

[THE PROCEEDS OF THE NOTES HAVE BEEN APPLIED ON THE PURCHASE PRICE OF THE PREMISES, CONVEYED TO MORTGAGORS SIMULTANEOUSLY HEREWITH.]

[THIS MORTGAGE IS EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING IN ACCORDANCE WITH ALABAMA CODE 7-9-406(6) (1984)]

TO HAVE AND TO HOLD the said Premises, and every part thereof, unto Mortgagee, its successors, and assigns, forever. And Mortgagors covenant with Mortgagee that it is lawfully seized of the estate herein mortgaged and has full power and right to sell, assign, and convey the same as aforesaid, that the said Premises are free of all encumbrances except as set out on the Exhibits, that the Mortgagee hereunder and its successors and assigns shall quietly enjoy and possess the same; and Mortgagors will warrant and forever defend the title to said Premises unto Mortgagee, its successors, and assigns, against lawful claims of all persons whomsoever.

Mortgagors will pay all indebtedness secured hereby whether presently existing or hereafter incurred. The indebtedness secured hereby may be prepaid in accordance with the terms and conditions contained in the Notes. In the event of any acceleration of the indebtedness by reason of non-payment, breach of any covenant or agreement, or other default, the Mortgagors covenant to pay, in addition to all other amounts due, interest on and advances pursuant to the Notes from maturity until paid at the rate set forth in said Real Estate Note.

It is our true, clear, and expressed intention that the continuing grant of the Premises by this Mortgage shall secure the payment and performance of all of the indebtedness of WEN-ALABAMA, INC. and JOHN R. KOSIN to Mortgagee, regardless of whether now existing or which may hereinafter be incurred by future advances; whether such indebtedness be absolute, direct, contingent or otherwise; and whether such indebtedness was

contemplated by the parties at the time of the executing of this Mortgage.

For the benefit of Mortgagee, Mortgagors will constantly keep in force fire and extended coverage insurance policies with respect to any and all buildings on said Premises, such insurance to be provided in such a manner and in such companies and for such amounts as may be required by Mortgagee, with loss, if any, payable to said Mortgagee under a standard New York (long form) mortgagee and/or loss payee clause, and the Mortgagors covenant to pay the premium on such policy or policies when due, to deliver to the Mortgagee upon its request the official receipts for such premium payments, and upon issuance of such policies to promptly deposit them with the Mortgagee as collateral security for the payment of the indebtedness hereby secured. The Mortgagors further covenant that all insurance policies will contain a clause that prohibits them from being cancelled upon less than thirty (30) days notice to Mortgagee, and to deliver to the Mortgagee at least thirty (30) days before the expiration of all such insurance policies, a renewal of such policy or policies, together with official receipts for the payment of the premium thereon. Mortgagors hereby transfer, assign, set over, and deliver to Mortgagee the fire and other insurance policies covering said property and any and all renewals thereof, the premiums on which have been or shall be paid by Mortgagors, and it is further agreed that all such insurance and insurance policies shall be held by Mortgagee as a part of the security for said indebtedness, and shall pass to, and become the property of, the purchaser at any foreclosure sale hereunder, without the necessity of specifically describing said insurance or insurance policies in the foreclosure notice, sale, deed, or other proceedings in consummation of such foreclosure, and if the Mortgagors fail to keep said property insured as above specified, then Mortgagee may, at its option, insure said property for its insurable value against loss by fire and other hazards, casualties, and contingencies, for its own benefit, and any amount which may be expended for premiums on such insurance policies shall be secured by the lien of this mortgage and bear interest from the date of payment by Mortgagee; it being understood and agreed between the parties hereto that any sum, or sums, of money received for any damage by fire or other casualty to any building, or buildings, herein conveyed may be retained by the then holder of the indebtedness secured by this Mortgage and applied toward payment of such indebtedness, either in whole or in part, or, at the option of the holder of said debt, same may be applied in payment for any repair or replacement of such building, or buildings, without affecting the lien of this Mortgage for the full amount hereby secured. Mortgagors agree to give Mortgagee notice in writing of any damage to the mortgaged Premises caused by fire or other casualty within ten (10) days after the occurrence of any such damage.

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Said Premises and the improvements thereon shall be kept in good condition and no waste committed or permitted thereon, natural wear and tear excepted, and all taxes and assessments or other charges which may be levied upon or accrued against said Premises, as well as all other sums which may be or become liens or charges against same, shall be paid and discharged by Mortgagors promptly and when so levied or assessed, and shall not be permitted to become delinquent or to take priority over the lien of this Mortgage.

No building or other improvement on the Premises shall be structurally altered, removed or demolished, without the Mortgagee's prior written consent, nor shall any fixture or chattel covered by the Mortgage and adapted to the proper use and enjoyment of the premises be removed at any time without like consent. In the event of any breach of this covenant the Mortgagee may, in addition to any other rights or remedies, at any time thereafter, declare the whole of the indebtedness secured by this Mortgage immediately due and payable.

That any lien which may be filed under the provisions of the statutes of Alabama, relating to the liens of mechanics and materialmen, shall be promptly paid and discharged by Mortgagors and shall not be permitted to take priority over the lien of this Mortgage, provided that Mortgagors, upon first furnishing to Mortgagee reasonable security for the payment of all liability, costs, and expenses of the litigation, may in good faith contest, at Mortgagors' expense, the validity of any such lien or liens. In those instances where Mortgagee's title policy protects it against such lien or liens such title policy shall be deemed to be sufficient security. Determination of whether said title policy protects Mortgagee shall be made solely by Mortgagee and shall be binding upon Mortgagors.

Mortgagors will comply with all laws, governmental standards, and regulations applicable to Mortgagors on the Premises with regards to occupational safety, hazardous waste and materials, and environmental matters. Mortgagors will promptly notify the Mortgagee of its receipt of any nature of a violation by Mortgagors or the Premises of any such law, standard, or regulation. Mortgagors represent and warrant to Mortgagee that there is not now, or will there be in the future, any asbestos, petroleum, or other harmful or regulated substances in the Premises or on the Premises or pending claims relating thereto. Mortgagors will indemnify and hold Mortgagee harmless for any and all loss incurred by Mortgagee as a result of Mortgagors' breach of this warranty and representation.

Wen-Alabama, Inc. (a) will maintain a ratio of net income after taxes, management fees, dividends and other payments to Wen-Alabama, Inc.'s shareholders, plus depreciation, amortization, and interest expense on indebtedness to Wen-



Alabama, Inc.'s total (principal and interest) payments on indebtedness of no less than 1.5 to 1.0, measured in a quarterly fiscal basis (all accounting terms used herein being defined by generally accepted accounting principles (GAAP) applied on a consistent basis); and (b) will not make any loans to any of its shareholders or to any entities controlled or owned (in whole or part) by any of its shareholders. Mortgagors will cease paying any indebtedness owed to Wendy's International Inc., its successor and assigns, under that certain Promissory Note in the original principal amount of \$2,102,426.00 dated December 28, 1989, or any extensions, modifications, renewals, or substitutions thereof or therefore, if an Event of Default (as that term is defined in the Security Agreement bearing this date from Mortgagors to Mortgagees) occurs, or a default occurs under this Mortgage, or a default occurs under the Hazardous Substances Indemnification and Warranty Agreement dated this date from Mortgagors and others to Mortgagee, or upon the request of Mortgagee.

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If Mortgagors fail to insure said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against interest of Mortgagee or Mortgagors, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this Mortgage; Mortgagee may, at its option, insure said property and/or pay said taxes, assessments, debts, liens, and/or charges, and any money which Mortgagee shall have so paid or become obligated to pay shall constitute a debt to Mortgagee additional to the debt hereby specifically secured, shall be secured by this Mortgage, shall bear the highest legal interest from date paid or incurred and, at the option of the Mortgagee, shall be immediately due and payable.

No failure of Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such on the part of Mortgagors; and the procurement of insurance or the payment of taxes or other liens, debts, or charges by Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, debts, liens, or charges.

If Mortgagee shall be made a party to any suit involving the titles to the property hereby conveyed and employs an attorney to represent it therein, or if Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this Mortgage in any respect, Mortgagors will pay to Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or

incurred by Mortgagee the same shall be secured by the lien of this Mortgage in addition to the indebtedness specially secured hereby, and shall bear interest from the date it is paid or incurred and shall be at once due and payable.

All expenses incurred by Mortgagee, including attorney's fees, in compromising, adjusting, or defending against lien claims or encumbrances sought to be fixed upon the property hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the debt hereby secured.

Mortgagors agree to pay a reasonable attorney's fee to Mortgagee should the Mortgagee employ an attorney to collect any indebtedness secured by this Mortgage.

Notwithstanding that the assignment of awards hereinabove referred to shall be deemed to be self-executing, Mortgagors, after the allowance of a condemnation claim or award, and the ascertainment of the amount due thereon, and the issuing of a warrant by the condemnor for the payment thereof, will execute, at Mortgagee's request, and forthwith deliver to Mortgagee, a valid assignment in recordable form, assigning all of such condemnation claims, awards or damages to Mortgagee, but not in excess of an amount sufficient to pay, satisfy, and discharge the principal sum of this Mortgage and any advances made by Mortgagee as herein provided then remaining unpaid, with interest thereon at the rate specified in the Real Estate Note which this Mortgage secures, to the date of payment, whether such remaining principal sum is then due or not by the terms of said Notes or of this Mortgage.

If Mortgagors make a default in the payment of any of the indebtedness hereby secured, or if a default occurs under the terms of the Security Agreement executed by Mortgagors to Mortgagee on this date, or if an Event of Default (as that term is defined in the Security Agreement between Mortgagors and Mortgagee bearing this date) occurs, or if a default occurs in the performances of any of the terms or conditions hereof, then Mortgagee may proceed to collect the rent, income, and profits from the Premises, either with or without the appointment of a receiver; any rents, income, and profits collected by Mortgagee prior to foreclosure of this Mortgage, less the cost of collecting the same, including any Real Estate commission or attorneys' fee incurred, shall be credited first to advances with interest thereon, then to interest due on the principal indebtedness, and the remainder, if any, to the principal debt hereby secured.

It is further agreed that if Mortgagors fail to pay, or cause to be paid, the whole or any portion of the principal sum, or any installment of interest thereon, or any other sum the payment of which is hereby secured, as they or any of them

mature, either by lapse of time or otherwise, in accordance with the agreements and covenants herein contained, or if a default occurs under the terms of the Security Agreement executed by Mortgagors to Mortgagee on this date, or if an Event of Default (as that term is defined in the Security Agreement between Mortgagors and Mortgagee bearing this date) occurs, or should default be made in the payment of any mechanic's lien, materialmen's lien, insurance premiums, taxes, or assessments now, or which may hereafter be levied against, or which may become a lien on, said property, or should default be made in any of the covenants, conditions, and agreements herein contained, then and in that event, the whole of said principal sum, with interest thereon, and all other sums secured hereby, shall, at the option of the then holder of said indebtedness, be and become immediately due and payable and the holder of the debt hereby secured shall have the right to enter upon and take possession of said property, including all benefits and privileges thereto belonging to Mortgagors, and after, or without, taking such possession of the same, sell the Mortgaged Property at public outcry, in front of the courthouse door of the county wherein said property is located, to the highest bidder for cash, either in person or by auctioneer, after first giving notice of the time, place, and terms of such sale by publication once a week for three (3) successive weeks in some newspaper published in said county, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized and empowered to execute to the purchaser at said sale a deed to the property so purchased in the name and on behalf of Mortgagors, and the certificate of the holder of the mortgage indebtedness, appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the premises, or the equity of redemption from this Mortgage may be foreclosed by suit in any court of competent jurisdiction as now provided by law in the case of past due mortgages. The Mortgagee, or the then holder of the indebtedness hereby secured, may bid at any such sale and become the purchaser of said property if the highest bidder therefor. The proceeds of any such sale shall be applied (a) to the expenses incurred in making the sale and in all prior efforts to effect collection of the indebtedness secured hereby, including a reasonable attorney's fee, or reasonable attorneys' fees, for such services as may be, or have been necessary in any one or more of the foreclosure of this Mortgage, of the collection of said indebtedness, and of the pursuit of any efforts theretofore directed to that end, including, but without limitation to, the defense of any proceedings instituted by the Mortgagors or anyone liable for said indebtedness or interest in the mortgaged premises to prevent or delay, by any means, the exercise of said power of sale on the foreclosure of this Mortgage; (b) to the payment of whatever sum or sums Mortgagee may have paid out or become liable to pay, in carrying out the provisions of this Mortgage, together with interest thereon; (c) to the payment and satisfaction of said principal indebtedness



and interest thereon to the day of sale; and (d) the balance, if any, shall be paid over to Mortgagors, or Mortgagors' successors or assigns. In any event, the purchaser under any foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the purchase money.

Should Mortgagors become insolvent or bankrupt; or should a receiver of Mortgagors' property be appointed; or should Mortgagors intentionally damage or attempt to remove any improvement upon said mortgaged real estate; or should it be discovered after the execution and delivery of this instrument that there is a defect in the title to or a lien or encumbrance of any nature on said property prior to the lien hereof, or in case of a error or defect to any agreement between Mortgagors and Mortgagee for which this Mortgage is security or this instrument or in the execution or the acknowledgement thereof, or if a homestead claim be set up to said property or any part thereof adverse to this Mortgage, and if the said Mortgagors will fail for thirty (30) days after demand by the Mortgagee, or other holder or holders of said indebtedness, to correct such defects in the title or to remove any such lien or encumbrance or homestead claim, or to correct any error in said agreements or this instrument or its execution; then, upon any such default, failure, or contingency, the Mortgagee, or other holder or holders of said indebtedness, or any part thereof, shall have the option or right, without notice or demand, to declare all of said indebtedness then remaining unpaid immediately due and payable, and may immediately or at any time thereafter foreclose this Mortgage by the power of sale herein contained or by suit, as such Mortgagee, or other holder or holders of said indebtedness, may elect.

It is expressly agreed that any indebtedness at any time secured hereby may be extended, rearranged or renewed, and that any part of the security herein described may be waived or released without in anywise altering, varying, or diminishing the force, effect, or lien of this instrument; and this instrument shall continue as a first lien on all of said lands and premises and other property and rights covered hereby and not expressly released until all sums with interest and charges hereby secured are fully paid; and no other security now existing or hereafter taken to secure the payment of said indebtedness or any part thereof shall in any manner be impaired or affected by the execution of this instrument; and no security subsequently taken by Mortgagee or other holder or holders of said indebtedness shall in any manner impair or affect the security given by this instrument; and all security for the payment of said indebtedness or any part thereof shall be taken, considered and held as cumulative.

In the event of default hereunder, the Mortgagors agree that the Mortgagee shall be entitled without the necessity of a

hearing or notice to Mortgagors to the appointment of a receiver to take care of the Premises, to collect the rents, issues, and profits, and to keep the Premises in good repair, and to apply the rents, issues and profits to the payment of the debts secured hereby.

Mortgagors do hereby assign, transfer, and set over unto the Mortgagee, with the right to reassign, all of their rights, title, and interest in and to the Leases, and in and to the leased premises, together with any and all options to purchase, modification, extensions, and renewals thereof, all rights to the possession thereof and together with any and all other leases now existing or hereafter made during the term of this Mortgage for the whole or any part of the leased premises described in the Leases, and any modifications, extensions, or renewal thereof; it being nevertheless expressly understood and agreed that this assignment is made by Mortgagors to Mortgagee upon the following terms, covenants, limitations, and conditions: (i) Mortgagors shall retain possession of the leased premises in accordance with the terms and conditions of the Lease so long as no default occurs in the Notes, in this Mortgage, in the Security Agreement between Mortgagors and Mortgagee of this date, or in any other agreement of Mortgagors to Mortgagee. (ii) If a default occurs in the Note, in this Mortgage, in the Security Agreement between Mortgagors and Mortgagee of this date, or in any other agreement of Mortgagors to Mortgagee, then Mortgagee shall have the option of taking over the leased premises and the Leases. Upon the exercise of such option, Mortgagee shall be deemed to be substituted as the lessee in said Lease in the place and instead of the Mortgagors, and shall likewise be entitled to enjoy all of the rights and privileges granted to the Mortgagors under the terms and conditions of the Leases, with the right to reassign same. If Mortgagee shall exercise such option and the Mortgagors shall thereafter remedy such default, of which fact judgment of the Mortgagee shall be conclusive, the Mortgagors and Mortgagee shall be restored to their respective rights and estates as if no default had occurred. Said option may be exercised by Mortgagee as often as any such default occurs, and a failure to exercise said option shall not impair the future rights of the Mortgagee hereunder. (iii) So long as Mortgagee shall not have exercised its option under the foregoing provisions hereof as to the leased premises and the Leases, the Mortgagee shall not be liable for rent or any obligations of the Mortgagors under and by virtue of or in connection with the Leases, and the Mortgagors shall remain liable for such rent and obligations. (iv) Mortgagors hereby agrees to indemnify the Mortgagee for, and to save it harmless from, any and all liability, loss, or damage which the Mortgagee might incur under the Leases or by virtue of this paragraph or the Mortgage, and from any and all claims and demands whatsoever which may be asserted against the Mortgagee thereunder or hereunder. (v) Mortgagors covenants and represents that they have the full right

to assign the Leases, that the Leases are valid and in effect, that no rents payable thereunder are in default. Mortgagors also agrees to execute and deliver to Mortgagee such further instruments or assignments as may be necessary to make this paragraph effective.

In the event of any change in the present ownership of all or any part of the mortgaged Premises or any interest therein, either by affirmative action, by operation of law or otherwise, or in the event any further encumbrance of the mortgaged Premises is created without Mortgagee's prior approval, Mortgagee may, at its option, declare the indebtedness due and payable in full.

If the indebtedness secured hereby, or any other debt owned by Mortgagors to Mortgagee, is now or hereafter further secured by security interest, mortgages, pledges, contracts of guaranty, assignments of leases or other securities, the Mortgagee may, at its option, exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as the Mortgagee may determine.

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Provided always that if the indebtedness secured by this Mortgage is paid, and Mortgagee, its successors, and assigns is reimbursed for any amounts it may have expended pursuant to the authorization of this Mortgage, including without limitation, sums spent in payment of taxes, assessments, insurance, or other liens and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance shall be null and void; otherwise it shall remain in full force and effect.

Wherever and whenever in this Mortgage it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless in writing and forwarded by registered or certified mail, return receipt requested, addressed as follows:

To Mortgagors: WEN-ALABAMA, INC.  
202 N. Loudoun Street, Suite 309  
Winchester, Virginia, 22601  
(ATTN: John R. Kosin, President)

and

JOHN R. KOSIN  
2981 Windsor Lane  
Winchester Virginia 22601

To Mortgagee: SANWA BUSINESS CREDIT CORPORATION  
One South Wacker Drive, 39th Floor  
Chicago, Illinois, 60606  
(ATTN: Vice President --  
Managed Accounts)

or to such other address as either party may have given to the other by notice as hereinabove provided. Such notice shall be deemed given and shall be effective upon deposit in the United States Mail postage prepaid addressed to the above addresses or to such other address as either party may have given to the other by notice as hereinabove provided. Actual notice to Mortgagors or Mortgagee shall always be effective no matter how given or received.

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This Mortgage has been delivered for acceptance by Mortgagee in Chicago Illinois. The validity, perfection, demise, construction, and interpretation of this Mortgage with respect to the rights and liabilities hereunder of the parties and the Premises shall be governed and construed in accordance with the internal laws of the State of Alabama, and the validity of the Notes, any other obligations of the Mortgagors contained herein, and all rights and liabilities thereunder, shall be governed and construed in accordance with the internal laws of the State of Illinois. Mortgagors (i) waive any right to trial by jury in any action to enforce or defend any matter arising from or relating to this Mortgage; (ii) irrevocably submit to the jurisdiction of any state or federal court located in Cook County, Illinois, over any action or proceeding to enforce or defend any matter arising from or related to this Mortgage; (iii) irrevocably waive, to the fullest extent Mortgagors may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding; (iv) agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit in the judgment or in any other manner provided by law; and (v) agree not to institute any legal action or proceeding against Mortgagee or any of its directors, officers, employees, agents or property, concerning any matter arising out of or relating to this Mortgage in any court other than one located in Cook County, Illinois. Nothing in this paragraph shall affect or impair Mortgagee's right to serve legal process in any manner permitted by law, or Mortgagee's right to bring any action or proceeding against Mortgagors or their property in the courts of any other jurisdiction.

Singular or plural words used herein to designate the Mortgagors will be construed to refer to the maker or makers of this Mortgage, whether one or more persons or a corporation, and all covenants and agreements herein contained shall bind the successors and assigns of the Mortgagors, and every option, right, and privilege herein reserved or secured to Mortgagee shall inure to the benefit of its successors and assigns.

The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions herein contained unenforceable or invalid. All rights or remedies of Mortgagee hereunder are cumulative and not alternative, and are in addition to those provided by law.

IN WITNESS WHEREOF, the parties constituting the Mortgagors has hereto set their hand and seal on this the 28th day of December, 1989.

WEN-ALABAMA, INC.

BY: *John R. Kosin* *Printed*  
John R. Kosin (Its President)

[CORPORATE SEAL]

ATTEST: *Mailego Kosin, Sec.*  
(Its Secretary)

*John R. Kosin* L.S.  
JOHN R. KOSIN (Individually)

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VALUE OF PROPERTY BY COUNTY FOR MORTGAGE TAX APPORTIONMENT

Jefferson County	- - - - -	41.6 %
Jefferson County (Bessemer Division)	- - - - -	1.6 %
Calhoun County	- - - - -	3.2 %
Shelby County	- - - - -	8.4 %
Montgomery County	- - - - -	45.2 %
TOTAL		100.0 %

THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:  
William B. Hairston, III  
ENGEL, HAIRSTON & JOHANSON, P.C.  
109 North 20th Street, Fourth Floor  
P.O. Box 370027  
Birmingham, Alabama 35237  
(205)328-4600

[ACKNOWLEDGEMENT CONTINUED ON NEXT PAGE]



STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John R. Kosin, whose name as President of WEN-ALABAMA, INC., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 28th day of December, 1989.

M. Hugh De  
NOTARY PUBLIC  
My Commission Expires: 10-3-93

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John R. Kosin, a married man, whose name is signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28th day of December, 1989.

M. Hugh De  
NOTARY PUBLIC  
My Commission Expires: 10-3-93

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**EXHIBIT "A"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosi
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1131289
ADDRESS:	2007 Centerpoint Parkway
	Birmingham, Alabama

Lot 2, except the South 15 feet thereof, and all of Lot 3 according to the Survey of Center Point Gardens as recorded in Map Book 25 page 65, in the Office of the Judge of Probate of Jefferson County, Alabama.

Situated in Jefferson County, Alabama.

**SUBJECT TO:**

1. Easement as shown on map recorded in Map Book 25, Page 65 in the Probate Office of Jefferson County, Alabama.
2. Right-of-way granted Alabama Power Company recorded in Volume 5890, Page 505; Volume 5890, Page 566, and Real Volume 2846, Page 894.

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**EXHIBIT "B"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosi
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1131253
ADDRESS:	9870 Parkway East
	Birmingham, Alabama

Lot 2 according to the Survey of Third Addition to East Town as recorded in Map Book 86 page 57 in the Office of the Judge of Probate of Jefferson County, Alabama.

Situated in Jefferson County, Alabama

**SUBJECT TO:**

1. Restrictions appearing of record in Real Volume 775, Page 873.
2. Rights granted Alabama Power Company to construct, install, operate and maintain all conduits, cables, translosures and other appliances and facilities useful or necessary for overhead and underground transmission and distribution of electric power and for underground communication as set forth by instrument recorded in Real Volume 1245, Page 875.
3. Easements and building restriction line as shown on map recorded in Map Book 86, Page 57 in the Probate Office of Jefferson County, Alabama.

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**EXHIBIT "C"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosi
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1131257
ADDRESS:	104 Bessemer Highway Birmingham, Alabama

Lots 13, 14, 15, 16 and 17 in Block 7, according to the Survey of Midfield, Sector A, as recorded in Map Book 16, Page 6 in the Office of the Judge of Probate of Jefferson County, Alabama.

Less and except all that part of Lot 13 which is now a part of a roadway.

Situated In Jefferson County, Alabama

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**EXHIBIT "D"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosi
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1131252
ADDRESS:	345 Valley Avenue Birmingham, Alabama

Lots 8-D and 8-E according to a Resurvey, as recorded in Map Book 106 page 83, in the Office of the Judge of Probate of Jefferson County, Alabama, of a Resurvey of Lot 8-C, of a Resurvey of Lot 8-A, Block 1, and the 4th Sector of Lot 1-A of a Resurvey of Lot 1, Block 2, Beacon Park

Situated in Jefferson County, Alabama.

**SUBJECT TO:**

1. Easements as shown on map recorded in Map Book 106, Page 83, in the Probate Office of Jefferson County, Alabama.
2. Restrictions appearing of record in Real Volume 650, Page 461; Real Volume 650, Page 626; Real Volume 650, Page 623, and Real Volume 1173, Page 540.
3. Restrictive covenants set forth in lease from Stevens-Woods Development Corporation, lessor, to Sambo's Restaurants, Inc., lessee, dated August 11, 1972, and recorded in Real Volume 932, Page 203, as amended by instrument recorded in Real Volume 932, Page 221.
4. Express Reservations and conditions and release from damages as set out in deed by REpublic Steel Corporation to Mountain View Development Company, Inc., recorded in Real Volume 230, page 37 in the Office of the Judge of Probate of Jefferson County, Alabama.

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**EXHIBIT "E"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**

<b>BORROWERS/MORTGAGORS</b>	Wen-Alabama, Inc., and John R. Kosi
<b>LENDER/MORTGAGEE</b>	Sanwa Business Credit Corporation
<b>WENDY'S STORE NUMBER:</b>	1141261
<b>ADDRESS:</b>	2231 E. South Boulevard Montgomery, Alabama

Lot A according to the Map of B & S Foods Plat 1, as said map appears of record in the office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 27 at Page 180.

**SUBJECT TO:**

1. Slope easement recorded in Real Property Book 292, Page 368; and corrected by Real Property Book 323, Page 925, in the Probate Office of Montgomery County, Alabama.

2. Ten foot water and sanitary sewer easement as shown on Plat recorded in Plat Book 27, Page 180, in the Probate Office of Montgomery County, Alabama.

Situated in Montgomery County, Alabama

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**EXHIBIT "F"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**

<b>BORROWERS/MORTGAGORS</b>	Wen-Alabama, Inc., and John R. Kosin
<b>LENDER/MORTGAGEE</b>	Sanwa Business Credit Corporation
<b>WENDY'S STORE NUMBER:</b>	1141264
<b>ADDRESS:</b>	1195 West South Boulevard Montgomery, Alabama

Lot 1, in Block A of the Leon Oben Naus Plat No. 1 as recorded in the Office of the Judge of Probate, Montgomery County, Alabama in Plat Book 31, Page 163.

Situated in Montgomery County, Alabama.

**SUBJECT TO:**

1. Right of way established by instrument recorded in Deed Book 163, Page 570 and Deed Book 163, Page 573 in the Probate Office of Montgomery County, Alabama.
2. Right of way granted Alabama Power Company, recorded in Deed Book 410, Page 368, in the Probate Office of Montgomery County, Alabama.
3. Right of way granted the Water Works and Sanitary Sewer Board of the City of Montgomery recorded in Real Property Book 300, Page 214, in the Probate Office of Montgomery County, Alabama.
4. Right of way recorded in Real Property Book 537, Page 478, and recorded in Real Property Book 543, Page 385, in the Probate Office of Montgomery County, Alabama.
5. Easements reserved in deed from Ecol, Inc., recorded in Real Property Book 565, Page 479, in the Probate Office of Montgomery County, Alabama.

BOOK 272 PAGE 621

**EXHIBIT "G"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosin
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1141266
ADDRESS:	5510 Vaughn Road
	Montgomery, Alabama

Parcel C, according to the Plat of Vaughn Plaza Shopping Center Plat No. 1, as said plat appears of record in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 31, at Page 244.

Together with all of the benefits and easements set forth and described in that certain Declaration of Restrictions and Grant of Easements dated April 21, 1983, and recorded in Real Property Book 606, at Page 154, in the Probate Office of Montgomery County, Alabama, as amended by Modification of Declaration of Restrictions and Grant of Easements dated June 16, 1983, and recorded in Real Property Book 619, at Page 378, in said Office, and as further amended by Second Modification of Declaration of Restrictions and Grant of Easements dated March 30, 1984, and recorded in Real Property Book 661, at Page 811, in said Office, appertaining to the subject property.

Situated in Montgomery County, Alabama.

**SUBJECT TO:**

1. Right-of-way granted Alabama Power Company recorded in Deed Book 213, Page 59, Deed Book 329, Page 572; Deed Book 603, Page 318; Deed Book 516, Page 153; Real Property Book 625, Page 716, and Real Property Book 673, Page 477, in the Probate Office of Montgomery County, Alabama.
2. Declaration of Restrictions and Grant of Easements dated April 21, 1983, and recorded in Real Property Book 606, Page 154, in the Probate Office of Montgomery County, Alabama, as amended by Real Property Book 619, Page 378 and Real Property Book 661, Page 811.
3. Cross-Easements agreement dated April 19, 1983 between Collier Properties/Vaughn Plaza and Central Bank of the South, recorded in Real Property Book 605, Page 945, in the Probate Office of Montgomery County, Alabama.
4. Easements shown on Plat records in Plat Book 31, Page 244, in the Probate Office of Montgomery County, Alabama.

**EXHIBIT "H"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosin
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1141308
ADDRESS:	623 to 625 Madison Avenue Montgomery, Alabama

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Starting at the intersection on the North Right of Way of Madison Avenue and the West Right of Way of Union Street located in the City of Montgomery, Alabama, go westerly along the north right of way of said Madison Avenue 50.00 feet to the Southwest corner of an existing brick building and being also the point of beginning; Thence continue along the North right of way of Madison Avenue North 89 degrees 55 minutes 52 seconds West, 151.44 feet; Thence North 00 degrees 22 minutes 19 seconds East, 161.85 feet; Thence North 00 degrees 11 minutes 34 seconds West, 161.94 feet to the South right of way of Jefferson Street; Thence along the South right of way of Jefferson Street North 89 degrees 55 minutes 10 seconds East, 101.51 feet; Thence South 00 degrees 18 minutes 09 seconds East, 160.63 feet; Thence North 89 degrees 50 minutes 51 seconds East, 100.10 feet to the West right of way of Union Street; Thence along the West right of way of Union Street South 00 degrees 25 minutes 55 seconds West, 50.45 feet to the Northeast corner of an existing brick building; Thence along the North wall of said building North 89 degrees 43 minutes 07 seconds West, 50.06 feet to the Northwest corner of said building; Thence along the West wall of said building South 00 degrees 32 minutes 41 seconds West, 113.55 feet to the Southwest corner of said building and the point of beginning. Said parcel of land lying in the City of Montgomery, Alabama and containing 1.00 acres more or less.

**ALSO DESCRIBED AS:**

Lot 1, according to the map of Wendy's Plat No. 1, as said map appears of record in the Office of the Judge of Probate of Montgomery County, AL in Plat Book 35, at Page 23.

Situated in Montgomery County, Alabama.

**EXHIBIT "I"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**

**BORROWERS/MORTGAGORS**  
**LENDER/MORTGAGEE**  
**WENDY'S STORE NUMBER:**  
**ADDRESS:**

Wen-Alabama, Inc., and John R. Kosi  
Sanwa Business Credit Corporation  
1141266  
1414 Ann Street  
Montgomery, Alabama

Lot 1, according to the Map of Taylor Plat No. 1-A, as said map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 32, at Page 241.

Situated in Montgomery County, Alabama.

**SUBJECT TO:**

1. Ten foot sanitary sewer easement recorded in Deed Book 478, Page 595, and in Deed Book 485, Page 275, in the Probate Office of Montgomery County, Alabama, and located as shown on said Plat recorded in Plat Book 32, Page 241.

2. Twelve and one-half foot storm drainage easement recorded in Deed Book 479, Page 572, in the Probate Office of Montgomery County, Alabama, and located as shown on said Plat.

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**EXHIBIT "J"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosi
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1131258
ADDRESS:	4671 Highway 280 East Birmingham, Alabama

Lot 1 according to the Survey of Colonial Properties Subdivision as recorded in Map Book 8 Page 138 in the Office of the Judge of Probate of Shelby County, Alabama.

TOGETHER WITH easement rights as defined in Declaration of Restrictions and grant of Easements recorded in Volume 53, Page 375, in and to Lot 2, according to the Survey of Colonial Properties Subdivision, as recorded in Map Book 8, Page 138, in the Office of the Judge of Probate of Shelby County, Alabama.

Situated in Shelby County, Alabama

**SUBJECT TO:**

1. Transmission line permits to Alabama Power Company as recorded in Deed Book 97, Page 566; Deed Book 109, Page 289; Deed Book 182, Page 51; Deed Book 270, Page 819; Deed Book 285, Page 93, and Deed Book 352, Page 561, in the Probate Office of Shelby County Alabama.
2. Title to minerals underlying caption lands with mining rights and privileges belonging thereto, as conveyed in Deed Book 4, Page 394, in the Probate Office of Shelby County, Alabama
3. Declaration of Restriction and Grant of Easements, recorded in Misc. Book 053, Page 375, in the Probate Office of Shelby County, Alabama.
4. Easements to South Central Bell as recorded in Deed Book 351, Page 360, and in Deed Book 351, Page 362, in the Probate Office of Shelby County, Alabama.
5. Restrictions as shown on recorded map as follows: 1) No lot shall have direct access to Highway # 280. 2) Purpose of subdivision -- Commercial Use.

**EXHIBIT "K"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**  
**AGREEMENT FOR PROTECTION OF COLLATERAL**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosin
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1131259
ADDRESS:	1009 Fulton Avenue Gardendale, Alabama
OWNER OF PREMISES:	Q.S.I., Inc. a Georgia Corporation

All right title and interest of Mortgagors under the terms of a lease dated February 24, 1977 wherein Q.S.I. Inc is the Lessor and B & S Foods, Inc. is the Lessee and which was filed for record in Real Volume 1490, Page 804 in the office of the Judge of Probate of Jefferson County, Alabama, and upon which Wendy's International, Inc. became Lessee by the merger of B & S Foods, Inc. into Wendy's International, Inc., and which was further assigned and assumed by Mortgagor by instrument dated this date. The lease being of certain Premises located in Jefferson County, Alabama and being more particularly described as follows:

BOOK 272 PAGE 626

PARCEL A: Begin at the Southeast corner of Lot 24, in Block 2, Survey of Gardendale Manor, as recorded in Map Book 17, Page 10, in the Office of the Judge of Probate of Jefferson County, Alabama; thence run in a westerly direction along the south line of said Lot 24 for a distance of 140.32 feet to a point on the east right-of-way line of Mt. Olive Avenue; thence turn an angle to the right of 89 degrees 26 minutes 30 seconds and run in a northerly direction along the east right-of-way line of said street for a distance of 98.6 feet; thence turn an angle to the right of 90 degrees 26 minutes and run in an easterly direction along the north line of Lot 23, Block 2, Survey of Gardendale Manor, for a distance of 140.37 feet; thence turn an angle to the right of 89 degrees 36 minutes and run in a southerly direction for a distance of 98.91 feet to the point of beginning.

PARCEL B: Begin at the southeast corner of Lot 3, in Block 1, Survey of Gardendale Manor, as recorded in Map Book 17, Page 10, in the Office of the Judge of Probate of Jefferson County, Alabama; thence run in a westerly direction along the south line of said Lot 3

EXHIBIT "K" (continued)

for a distance of 77.28 feet to a point on the east right-of-way line of U.S. Highway No. 31; thence turn an angle to the right of 72 degrees 57 minutes and run in a northwesterly direction along the east right-of-way line of U.S. Highway No. 31 for a distance of 156.64 feet; thence turn an angle to the right of 106 degrees 51 minutes 30 seconds and run in an easterly direction along the north line of Lot 5, Block 1, of said survey for a distance of 121.74 feet to a point on the west right-of-way line of Mt. Olive Avenue; thence turn an angle to the right of 89 degrees 38 minutes and run in a southerly direction along the west right-of-way line of said street for a distance of 150.18 feet to the point of beginning.

PARCEL C: Begin at the southwest corner of Lot 24, in Block 2, Survey of Gardendale Manor, as recorded in Map Book 17, Page 10, in the Office of the Judge of Probate of Jefferson County, Alabama; thence run in a northerly direction along the east right-of-way line of Mt. Olive Avenue for a distance of 98.6 feet to the northwest corner of Lot 23, Block 2, of said survey; thence turn an angle to the left of 89 degrees 34 minutes and run in a westerly direction for a distance of 40 feet to a point on the west right-of-way line of Mt. Olive Avenue; thence turn an angle to the left of 90 degrees 26 minutes and run in a southerly direction along the west right-of-way line of said street for a distance of 98.51 feet to the southeast corner of Lot 3, Block 1, of said survey; thence turn an angle to the left of 89 degrees 26 minutes 30 seconds and run in an easterly direction for a distance of 40 feet to the point of beginning.

Situated in Jefferson County, Alabama.

SUBJECT TO: A Mortgage given by Q.S.I., Inc., to Life Insurance Company of Georgia, dated January 23, 1978 and recorded in Real Volume 1550, Page 240; assignment of rents and leases as additional security for said mortgage being recorded in Real Volume 1550, page 250; UCC-1 as additional security for said mortgage being recorded under UCC #477255.

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**EXHIBIT "L"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**  
**AGREEMENT FOR PROTECTION OF COLLATERAL**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosin
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1131256
ADDRESS:	7724 Crestwood Blvd (Eastwood) Birmingham, Alabama 35210
OWNER OF PREMISES:	George Barber Jr.

All right title and interest of Mortgagors under the terms of a lease dated May 23, 1978 wherein George Barber Jr. is the Lessor and B & S Foods, Inc. is the Lessee and which was filed for record in Real Volume 1643, page 725 in the office of the Judge of Probate of Jefferson County, Alabama, and upon which Wendy's International, Inc. became the Lessee by the merger of B & S Foods, Inc. into Wendy's International, Inc., and which was further assigned and assumed by Mortgagor by instrument dated this date. The lease being of certain Premises located in Jefferson County, Alabama and being more particularly described as follows:

Part of Lot 2-A according to a Resurvey, as recorded in Map Book 120, Page 3, in the Probate Office of Jefferson County, Alabama, of Lot 1, Century Plaza East, more particularly described as follows:

Begin at the point of intersection of the northerly right-of-way of U.S. Highway No. 78 (Crestwood Boulevard) and a line which is 65.00 feet west of and parallel to the center line of Ludington Lane; thence run 100.00 feet in a Westerly direction along the northerly right-of-way of U.S. Highway No. 78 (Crestwood Boulevard) to a point; thence turn 90 degrees 00 minutes to the right and run 250.00 feet in a Northerly direction to a point on the Southerly right-of-way of Ludington Lane; thence turn 90 degrees 00 minutes to the right and run 100.00 feet in an Easterly direction along the southerly right-of-way of Ludington Lane to the P. C. (point of curve) of a curve to the right having a central angle of 90 degrees 00 minutes and a radius of 25.00 feet; thence

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EXHIBIT "L" (continued)

continue for 39.26 feet along the arc of said curve and the southerly and Westerly right-of-way of Ludington Lane to the P. T. (Point of tangent) of said curve; thence continue in a Southerly direction for 200.00 feet in the tangent to said curve and along the westerly right-of-way of Ludington Lane to the P. C. (point of curve) of a curve to the right, said curve having a central angle of 90 degrees 00 minutes and a radius of 25.00 feet; thence continue for 39.26 feet along the arc of said curve and along the Westerly right-of-way of Ludington Lane to the P. T. (point of tangent) of said curve; said point being the point of beginning of the parcel herein described.

Situated In Jefferson County, Alabama.

SUBJECT TO:

1. Easement shown on map recorded in Map Book 120, page 3, in the Probate Office of Jefferson County, Alabama.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages as recorded in Volume 4555, page 89.
3. Easement and right-of-way granted the City of Birmingham Electric Company recorded in Volume 1455, page 516 and Volume 3079, page 270.
4. Restrictions appearing of record in Real Volume 1850, page 340.
5. Restrictive covenants relating to underground residential electric distribution system as recorded in Real Volume 1850, Page 342.
6. Right granted Alabama Power Company to construct, install, operate and maintain all conduits, cables, translosures and other appliances and facilities useful or necessary for overhead and underground transmission and distribution of electric power and for underground communication service as set forth by instrument recorded in Real Volume 1750, Page 799 and Real Volume 1750, Page 803.

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**EXHIBIT "M"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**  
**AGREEMENT FOR PROTECTION OF COLLATERAL**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosin
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1131396
ADDRESS:	2227 Highway 280
	Mountain Brook (Birmingham), Alabama
OWNER OF PREMISES:	Fitts J. Smitherman, The Byrd Companies, Inc., and Ormond Somerville.

All right title and interest of Mortgagors under the terms of a lease dated \_\_\_\_\_, 1985 wherein Fitts J. Smitherman, The Byrd Companies, Inc., and Ormond Somerville are the Lessors and B & S Foods Realty, Inc. is Lessee, and upon which Wendy's International, Inc. became the Lessee by the merger of B & S Foods Realty, Inc. into Wendy's International, Inc., and which was further assigned and assumed by Mortgagor by instrument dated this date. The lease being of certain Premises located in Jefferson County, Alabama and being more particularly described as follows:

A parcel of land situated in the SW 1/4 of Section 8, Township 18 South, Range 2 West being more particularly described as follows:

Commence at the Southwest corner of the N.E. 1/4 of the S.W. 1/4 of Section 8, Township 18 South, Range 2 West; thence Easterly along the South line of said 1/4-1/4 section for a distance of 204.40 feet to a point; thence 54 degrees 22 minutes to the left in a Northeasterly direction for a distance of 1.80 feet to a point on the Northeasterly right-of-way line of U.S. Highway # 280 and the point of beginning; thence 76 degrees 01 minutes 46 seconds to the left to the chord of a curve to the left, said curve having a radius of 2999.79 feet and a central angle of 2 degrees 54 minutes 36 seconds; thence in a Northeasterly direction along the arc of said curve and along said right-of-way line for a distance of 152.36 feet to a point; thence

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## EXHIBIT "M" (continued)

17 degrees 58 minutes 44 seconds to the left (angle measured to chord) in a Northwesterly direction and along said right-of-way for a distance of 54.36 feet to a point; thence 12 degrees 59 minutes to the right to the chord of a curve to the left, said curve having a radius of 2984.79 feet and a central angle of 4 degrees 59 minutes 56 seconds; thence Northwesterly along the arc of said right-of-way line for a distance of 221.41 feet to the point of beginning; thence continuing along the arc of said curve to the left a distance of 39.00 feet to a point; thence 23 degrees 48 minutes to the left (angle measured to chord) in a Northwesterly direction and along said right-of-way line for a distance of 27.92 feet to a point; thence 19 degrees 54 minutes to the right to the chord of a curve to the left, said curve having a radius of 2974.79 feet and a central angle of 2 degrees 16 minutes 06 seconds; thence Northwesterly along the arc of said curve and along said right-of-way line for a distance of 117.78 feet to the T.S. (point of spiral) of a spiral curve to the left, said spiral curve being 110.0 feet Northeasterly of and parallel to the centerline of U. S. Highway # 280; thence 2 degrees 02 minutes to the left (angle measured to chords) in a Northwesterly direction along said right-of-way line and along said spiral curve for a distance of 53.26 feet to a point; said point being on the Westerly extension of the Southerly line of Lot 18 of Brook Manor Subdivision, as recorded in Map Book 25, Page 84 in the Probate Office of Jefferson County, Alabama; thence 141 degrees 12 minutes to the right (angle measured to chord) in an Easterly direction along the Southerly line of said Lot 18 and the Westerly extension of said line for a distance of 113.62 feet to the Southeasterly corner of said Lot 18; thence 91 degrees 14 minutes to the left in a Northerly direction along the Easterly line of Lot 18 and Lot 17 for a distance of 90.06

EXHIBIT "M" (continued)

feet to a point; thence 91 degrees 12 minutes 30 seconds to the right in an Easterly direction along the Southerly line of Lots 17, 16 and 15 of said Subdivision for a distance of 157.56 feet to a point; thence 40 degrees 44 minutes 41 seconds to the left in a Northeasterly direction along the Southeasterly line of Lot 15 of said Subdivision for a distance of 30.68 feet to the Southeasterly corner of said Lot 15; thence 79 degrees 41 minutes 15 seconds to the left in a Northwesterly direction along the Northeasterly line of said Lot 15 for a distance of 30.00 feet to a point; thence 165 degrees 30 minutes to the right in a Southeasterly direction a distance of 141.00 feet to a point; thence 90 degrees 00 minutes to the right in a Southwesterly direction a distance of 261.50 feet to the point of beginning.

Situated in Jefferson County, Alabama.

BOOK 272 PAGE 632

**EXHIBIT "N"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**  
**AGREEMENT FOR PROTECTION OF COLLATERAL**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosin
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1131251
ADDRESS:	591 9th Avenue North Bessemer, Alabama 35020
OWNER OF PREMISES:	John W. McDonald, Jr.

All right title and interest of Mortgagors under the terms of a lease dated October 24, 1979 wherein John W. McDonald, Jr. is Lessor and B & S Foods, Inc. is Lessee, and upon which Wendy's International, Inc. became Lessee by the merger of B & S Foods, Inc. into Wendy's International, Inc., and which was further assigned and assumed by Mortgagor by instrument dated this day. The lease being of certain Premises located in Jefferson County (Bessemer Division), Alabama and being more particulary described as follows:

Lots 5 and 6, and the North 1/2 of Lot 7, together with a part of Lots 3 and 4, all in Block 486, according to the Survey of Bessemer Coal, Iron and Land Company's First Addition to West Lake Highlands, as recorded in Map Book 2, Page 74, in the Probate Office of Jefferson County, Alabama, Bessemer Division, said parts of Lots 3 and 4 being more particularly described as follows:

Begin at the Northeast corner of Lot 4, in Block 486, of Bessemer Coal, Iron and Land Company's First Addition to West Lake Highlands; thence run Northwesterly along the Northeast line of Lots 4 and 3, a distance of one hundred (100) feet to the Northwest corner of Lot 3, thence run Southwesterly along the Northwest line of Lot 3, a distance of seven feet, more or less, to a point on the Southeast right-of-way line of U.S. Highway 11; thence run Southwesterly along said right-of-way a distance of 191 feet, more or less, to a point on the Southeast line of Lot 4, thence run Northeasterly along the Southeast line of Lot 4, a distance of 170 feet, more or less, to the point of beginning.

Situated in Jefferson County (Bessemer Division), Alabama.

**EXHIBIT "O"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**  
**AGREEMENT FOR PROTECTION OF COLLATERAL**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosin
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1141263
ADDRESS:	2280 Mt. Meigs Road Montgomery, Alabama 36107
OWNER OF PREMISES:	Equity Wendy's Land Partners, and Equity Wendy's Building Partners, Ohio Limited partnerships.

All right title and interest of Mortgagors under the terms of a lease dated November 17, 1978 wherein Equity Wendy's Building Partners is Lessor and B & S Foods, Inc. is Lessee and which was filed for record in Real Property Book 415, Page 960 in the office of the Judge of Probate of Montgomery County, Alabama, and upon which Wendy's International, Inc. became Lessee by the merger of B & S Foods, Inc. into Wendy's International, Inc., and which was further assigned and assumed by Mortgagor by instrument dated this day. The lease being of certain Premises located in Montgomery County, Alabama and being more particularly described as follows:

Lot "A", according to the Map of B & S Foods Plat 2, as said map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 28, at Page 207.

Together with a non-exclusive easement of access over and through the following described property, to-wit:

Begin at the Northeast corner of Lot Number Forty-Nine (49), Block Number Five (5), of the Irvin Place Plat, as recorded in Plat Book 5, page 12-14, said point of beginning being on the West boundary of Panama Street; thence South 59 degrees 39 minutes West along the North edges of Lots Forty-Nine (49), Forty-Eight (48) and Forty-Seven (47) of the Irvin Place Plat a distance of 229.0 feet to an iron pin; thence North 24 degrees 59 minutes West a distance of 20.09 feet to a small hole in concrete pavement; thence North 59 degrees 39 minutes East a distance of .



EXHIBIT "O" (continued)

242.0 feet to an iron pin on the West boundary of Panama Street; thence South 6 degrees 18 minutes West along the West boundary of said street a distance of 24.93 feet to an iron pin and to the said point of beginning.

ALSO Together with a non-exclusive parking easement for parking space for twenty-five (25) vehicles, with all rights of ingress and egress thereto, over, on and through the following described property, subject to similar rights of parking and access in spaces additional to those set aside herein to-wit:

Commence at the Northeast corner of Lot Number Forty-Nine (49), Block Number Five (5), of the Irvin Place Plat, as recorded in Plat Book 5, page 12-14, said point being on the West side of Panama Street; thence North 6 degrees 18 minutes East along the West side of said street a distance of 24.93 feet to an iron pin; thence South 59 degrees 39 minutes North a distance of 24.25 feet to a nail in concrete pavement, said nail being the point of beginning; thence South 59 degrees 39 minutes West a distance of 50.0 feet to a nail in concrete pavement; thence North 34 degrees 17 minutes West a distance of 50.0 feet to a nail in concrete pavement; thence North 34 degrees 17 minutes West a distance of 189.65 feet to a railroad spike in asphalt pavement on the South boundary of Mt. Meigs Road; thence North 57 degrees 00 minutes East along the South boundary or said road a distance of 64.6 feet to a railroad spike in asphalt pavement; thence South 29 degrees 54 minutes East a distance of 192.2 feet to a nail in concrete pavement and to the said point of beginning.

ALSO Together with rights arising under that certain easement agreement by and between McGehee-Branch Real Estate Investment Partnership and R and M Partnership, dated November 16, 1978 and recorded in Real Property Book 415, Page 933, in the Probate Office of Montgomery County, Alabama.

Situated in Montgomery County, Alabama.

EXHIBIT "O" (continued)

SUBJECT TO:

1. Right-of-way granted Alabama Power Company recorded in Deed Book 191, page 601 and Real Property Book 410, page 328, in the Probate Office of Montgomery County, Alabama
2. Rights of others entitled to the use of access easement set forth in lease recorded in Deed Book 3662, page 45 and amended by Deed Book 362, page 59, in the Probate Office of Montgomery County, Alabama.
3. Lease by and between Equity Wendy's Land Partners, lessor, and Equity Wendy's Building Partners, lessee, dated as of November 17, 1978 and recorded in Real Property Book 415, page 955, in the Probate Office of Montgomery County, Alabama.
4. Nondisturbance agreement by and between Equity Wendy's Land Partners and B & S Foods, Inc., dated November 17, 1978 and recorded in Real Property Book 418, page 869 in the Probate Office of Montgomery County, Alabama.

BOOK 272 PAGE 636

**EXHIBIT "P"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**  
**AGREEMENT FOR PROTECTION OF COLLATERAL**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosin
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1141262
ADDRESS:	5755 Atlanta Highway (Eastdale) Montgomery, Alabama 36117
OWNER OF PREMISES:	C. Eugene Brown, Jr., Norman T. Harris, and Kenneth L. Harris

All right title and interest of Mortgagors under the terms of a lease dated January 18, 1977 wherein C. Eugene Brown, Jr., Norman T. Harris, and Kenneth L. Harris are Lessors and B & S Foods, Inc. is Lessee and which was filed for record in Real Property Book 336, Page 367 in the office of the Judge of Probate of Montgomery County, Alabama, and upon which Wendy's International, Inc. became Lessee by the merger of B & S Foods, Inc. into Wendy's International, Inc., and which was further assigned and assumed by Mortgagor by instrument dated this day. The lease being of certain Premises located in Montgomery County, Alabama and being more particularly described as follows:

Lot "A", according to the Map of Eastdale Commercial Plat No. 6, as said map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 27, Page 285.

Situated in Montgomery County, Alabama.

**SUBJECT TO:**

1. Right-of-way granted Alabama Power Company recorded in Deed Book 191, Page 605; Deed Book 231, Page 238; Deed Book 277, Page 78; Real Property Book 323, Page 886; and Real Property Book 345, Page 660, in the Office of the Judge of Probate of Montgomery County, Alabama.

2. Right-of-way granted Southern Bell Telephone and Telegraph Company recorded in Deed Book 469, Page 455, in the Probate Office of Montgomery County, Alabama.

EXHIBIT "P" (continued)

3. Ten foot easement in favor of the Water Works and Sanitary Sewer Board of the City of Montgomery, as recorded in Real Property Book 91, Page 443, in the Probate Office of Montgomery County, Alabama.
4. Easements shown on plat recorded in Plat Book 27, Page 285 in the Probate Office of Montgomery County, Alabama.
5. Construction, operating and Reciprocal Easement Agreement between Aaron Aronov et al and Merchantile Properties, Inc., dated March 1, 1976 and recorded in Real Property Book 294, Page 489, in the Probate Office of Montgomery County, Alabama.
6. Mortgage from C. Eugene Brown, Norman T. Harris, and Kenneth L. Harris to Union Bank and Trust Company, dated March 24, 1977 and recorded in Real Property Book 336, Page 371, in the Probate Office of Montgomery County, Alabama.

BOOK 272 PAGE 638

**EXHIBIT "Q"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**  
**AGREEMENT FOR PROTECTION OF COLLATERAL**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosi
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1131361
ADDRESS:	1501 Quintard Avenue Anniston, Alabama
OWNER OF PREMISES:	Carobama Associates, a Georgia General Partnership (as to Parcel A), and Charles L. Hill and Duane L. Hoover (as to Parcel B).

All right title and interest of Mortgagors under the terms of a lease wherein Carobama Associates, Charles L. Hill and Duane L. Hoover are Lessor and Wendy's International, Inc. is Lessee, and assigned and assumed by Mortgagor by instrument dated this day. The lease being of certain Premises located in Calhoun County, Alabama and being more particularly described as follows:

**PARCEL A:** Lots 5, 6, and 7, in Block 22, according to the Anniston City Land Company Map, in the City of Anniston, Calhoun County, Alabama, together with a 15 foot alley South and East of aqueduct or Snow's Creek on the Northeast intersection of 15th Street and Quintard Avenue to the North line of Lot 5, Block 22, if extended East to the East line of the North-South Alley in said block. Said 15 foot strip abutting aqueduct or Snow's Creek on the West, and Lot 6 and a portion of Lot 7 on the east which has been heretofore vacated by the City of Anniston.

**PARCEL B:** Beginning at the southwest corner of Lot 2, Block 22, as shown on the map of the City of Anniston, Calhoun County, Alabama; thence South and parallel to Quintard Avenue a distance of 100 feet to a point; thence turn to the left an interior angle of 90 degrees a distance of 139.68 feet to a point. Thence turn an interior angle right a distance of 135 degrees 15 minutes a distance of 70.95 feet to a point; thence north along the west r.o.w. of an alley a distance of 48.80 feet to a point; thence turn left and parallel to 16th Street a distance of 190.0 feet to point of beginning.

Situated in Calhoun County, Alabama



**EXHIBIT "R"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**  
**AGREEMENT FOR PROTECTION OF COLLATERAL**

<b>BORROWERS/MORTGAGORS</b>	Wen-Alabama, Inc., and John R. Kosi
<b>LENDER/MORTGAGEE</b>	Sanwa Business Credit Corporation
<b>WENDY'S STORE NUMBER:</b>	1131362
<b>ADDRESS:</b>	5430 Pelham Road Anniston Alabama
<b>OWNER OF PREMISES:</b>	Carobama Associates, a Georgia General Partnership.

All right title and interest of Mortgagors under the terms of a lease wherein Carobama Associates is Lessor and Wendy's International, Inc. is Lessee, and assigned and assumed by Mortgagor by instrument dated this day. The lease being of certain Premises located in Calhoun County, Alabama and being more particularly described as follows:

Starting at the center of Section 17, Township 15 South, Range 8 East, thence South 02 degrees 57 minutes East a distance of 602.42 feet to a point; thence North 80 degrees 00 minutes West a distance of 75.37 feet to a point on the East line of the Southern Railway; thence South 21 degrees 23 minutes 30 seconds East a distance of 45.26 feet to a point; thence South 1144.44 feet along the arc of a curve with a radius of 1482.41 feet; thence South along the East line of the Southern Railway a chord distance of 330.25 feet to a point, thence South 70 degrees 30 minutes East a distance of 727.58 feet to the point of beginning; thence South 19 degrees 30 minutes West a distance of 150.00 feet to a point; thence South 70 degrees 30 minutes East a distance of 250.46 feet to a point on the West line of State Highway # 21; thence North 08 degrees 06 minutes East a chord distance of 153.06 feet to a point; thence North 70 degrees 30 minutes West a distance of 220.00 feet to the point of beginning, containing 0.81 acres; situated, lying and being in Section 17, Township 15 South, Range 8 East in Calhoun County, Alabama.

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EXHIBIT "R" (continued)

ALSO a parcel of land more particularly described as follows:

Beginning at a point on the East right-of-way of the Southern Railway, said point being 630.68 feet South of and 26.71 feet West of the center of Section 17, Township 15 South, Range 8 East; thence South along the arc of a curve 1144.44 feet; thence South along said East right-of-way a chord distance of 330.25 feet; thence South 70 degrees and 30 minutes East 727.58 feet; thence South 19 degrees 30 minutes West 150.0 feet to the true point of beginning of the hereafter described parcel; thence continue South 19 degrees 30 minutes West 7.00 feet; thence South 70 degrees 30 minutes East 251.87 feet to the West right-of-way of Alabama Highway # 21; thence North 08 degrees 06 minutes East along said West right-of-way 7.14 feet; thence North 70 degrees 30 minutes West 250.46 feet to the true point of beginning, containing 0.04 acres more or less situated in the City of Anniston, Calhoun County, Alabama.

Situated in Calhoun County, Alabama.

**EXHIBIT "S"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**  
**AGREEMENT FOR PROTECTION OF COLLATERAL**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosi
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1131314
ADDRESS:	1700 Montgomery Highway # F Riverchase, Alabama
OWNER OF PREMISES:	RGB Venture, an Alabama General Partnership

All right title and interest of Mortgagors under the terms of a lease dated November 21, 1985 wherein RGB Venture is Lessor and B & S Foods Realty, Inc. is Lessee and upon which Wendy's International, Inc. became the Lessee by the merger of B & S Foods Realty, Inc. into Wendy's International, Inc., and which was further assigned and assumed by Mortgagor by instrument executed herewith. The lease being of certain Premises located in Jefferson County, Alabama and being more particularly described as follows:

Store Number F, Lower Level, Riverchase Galleria, which is located at 1700 Montgomery Highway, Birmingham, Alabama.

BOOK 272 PAGE 642

**EXHIBIT "T"**  
**TO**  
**MORTGAGE, LEASEHOLD MORTGAGE & FIXTURE FILING**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**  
**LANDLORD'S WAIVER**

BORROWERS/MORTGAGORS	Wen-Alabama, Inc., and John R. Kosin
LENDER/MORTGAGEE	Sanwa Business Credit Corporation
WENDY'S STORE NUMBER:	1131254
ADDRESS:	1797 Highway 31 South Birmingham, Alabama
OWNER OF PREMISES:	Wendy's International, Inc.

All right title and interest of Mortgagors under the terms of a lease wherein Wendy's International, Inc is Lessor and Wen-Alabama, Inc., and John R. Kosin are Lessees and which may be filed for record herewith. The lease being of certain Premises located in Jefferson County, Alabama and being more particularly described as follows:

The following described tract of land situated in the SW 1/4 of the SE 1/4 of Section 13, Township 19 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the NE corner of the SW 1/4 of the SE 1/4 of Section 13, Township 19 South, Range 3 West; thence North 89 degrees 03 minutes 14 seconds West, 561.08 feet along the 1/4-1/4 line to its intersection with the proposed right-of-way line of Lorna Road; thence 53 degrees 43 minutes 56 seconds left, 115.03 feet along said proposed right of way; thence 90 degrees 00 minutes 00 seconds right, 5.00 feet along said proposed right-of-way; thence 90 degrees 00 minutes 00 seconds left, 117.90 feet along said proposed right-of-way to the point of beginning; thence continue along last course and proposed right-of-way 100.00 feet; thence 90 degrees 00 minutes 00 seconds right, 180.00 feet; thence 90 degrees 00 minutes 00 seconds right, tangent to a curve to the left, said curve having a central angle of 75 degrees 31 minutes 21 seconds and a radius of 40 feet; thence 52.72 feet along said curve; thence 75 degrees 31 minutes 21 seconds right, from

EXHIBIT "T" (continued)

tangent to curve 61.27 feet; thence 90 degrees 00 minutes 00 seconds right, 210.00 feet to the point of beginning.

Situated in Jefferson County, Alabama.

SUBJECT TO:

1. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 492, Page 469 and Volume 78, Page 97.
2. Right-of-way granted Alabama Power Company recorded in Volume 6207, Page 384; Volume 6879, Page 385; Real Volume 396, Page 88; and Real Volume 1476, Page 280.
3. Restrictions appearing of record in Real Volume 1272, Page 976 and Real Volume 1236, Page 881, as amended and supplemental.
4. Restrictions appearing of record in Real Volume 1415, Page 619 and Real Volume 1439, Page 293.

BOOK 272 PAGE 644

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

1989 DEC 29 AM 11:20

RECORDED & S. MIC. TAXES  
DEED TAX HAS BEEN PD. ON THIS INSTRUMENT

Judge of Probate

*[Handwritten signature]*



BOOK 272 PAGE 645

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 JAN -3 PM 1:36

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	-----	\$	NO TAX COLLECTED
2. ... Tax	-----	\$	NO TAX COLLECTED
3. ...	-----	\$	107.50
4. ...	-----	\$	3.00
5. ...	-----	\$	1.00
6. ...	-----	\$	1.00
Total	-----	\$	112.50

State of Alabama  
Jefferson County

I, the Undersigned, as Judge of the Court of Probate,  
in and for said County, in said State, hereby certify that  
the foregoing is a full, true and correct copy of the instru-  
ment with the filing of same as appears of record in this  
office in Vol. 3740 Record of \_\_\_\_\_  
on page 266

Given under my hand and official seal, this the 29  
day of Dec 1889

*George A. Reynolds*

Judge of Probate