

Q166

Property No.: Q-27  
Unit No.: 7076  
City: Alabaster  
County: Shelby  
State: Alabama

Prepared by and when  
recorded return to:  
Richard K. Bonness, Esq.  
Kutak Rock & Campbell  
1650 Farnam Street  
Omaha, NE 68102

MORTGAGE  
AND SECURITY AGREEMENT

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THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is dated as of November 1, 1990 by and between Quincy's Realty, Inc. ("Borrower"), a Delaware corporation with an address at 203 East Main Street, Spartanburg, South Carolina 29301, and William J. Wade, not individually or personally, but solely as co-issuer trustee for Secured Restaurants Trust ("Lender"), a Delaware statutory business trust existing pursuant to an Amended and Restated Trust Agreement dated as of October 15, 1990, between Spartan Holdings, Inc. and Wilmington Trust Company (William J. Wade, in his capacity as co-issuer trustee as aforesaid, is herein referred to as "Mortgagee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Borrower hereby irrevocably warrants, grants, bargains, sells, transfers, mortgages, conveys and assigns to Mortgagee, for the benefit and security of Mortgagee, under and subject to the terms and conditions hereinafter set forth, all of the following-described estate, property and interest of Borrower now owned or hereafter acquired, together with all cash and noncash proceeds thereof, which may be referred to herein as the "Mortgaged Estate":

A. Land, Rents and Derivative Interests. The real property described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"); all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "rents"); all estate,

*Land Title*

right, title and interest of Borrower in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all right, title and interest of Borrower in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired; all interests, estate or other claims, both in law and in equity, which Borrower now has or may hereafter acquire in the Property; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all right, title and interest of Borrower, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

B. Improvements. Any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (the "Improvements");

C. Personal Property. All right, title and interest of Borrower now owned or hereafter acquired, if any, in and to all tangible personal property now or at any time hereafter located on or at the Property or used in connection therewith, including, but not limited to: all building materials stored on the Property, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating and refrigerating equipment, equipment for electronic monitoring, entertainment, recreation, window or structural cleaning, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including dishwashers, garbage disposal units, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and maintenance and other supplies (the "Personal Property");

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D. Intangibles. All of Borrower's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Mortgaged Estate (as defined herein), whether now existing or entered into or obtained after the date hereof, all existing and future names (to the extent the rights to such names are held by Borrower) under or by which the Mortgaged Estate or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all existing and future telephone numbers and listings, advertising and marketing materials, trademarks and good will in any way relating to the Mortgaged Estate or any portion thereof; and

E. Claims and Awards. All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Borrower now has or may hereafter acquire in the Mortgaged Estate, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Estate, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages, and Borrower hereby authorizes, directs and empowers Lender, at its option, on Borrower's behalf, or on behalf of the successors or assigns of Borrower, to adjust, compromise, claim, collect and receive such proceeds and to give proper receipts and acquittances therefor.

TO HAVE AND TO HOLD the Mortgaged Estate hereby granted or mortgaged or intended to be granted or mortgaged, unto Mortgagee, its successors and assigns, for the benefit of Mortgagee, in fee simple forever.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the indebtedness secured hereby shall be paid when due, and if the Borrower shall keep, perform and observe all and singular the obligations, covenants, agreements and provisions in this Mortgage expressed to be kept, performed by and observed by or on the part of the Borrower, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void, but otherwise shall be and remain in full force and effect.

THIS MORTGAGE SHALL SECURE THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS:

(i) Payment of indebtedness evidenced by that certain Mortgage Note, delivered pursuant to the Loan Agreement, and all replacements, renewals, amendments, extensions, substitutions and modifications thereof (the "Note") executed by Borrower in favor of Mortgagee in the original principal amount of \$546,772 bearing interest and being payable as provided therein, which Note has a final maturity date of November 15, 2000;

(ii) Payment of all indebtedness and performance of all obligations and covenants of Borrower under that certain Assignment of Leases and Rents by Borrower to Mortgagee for the benefit of Mortgagee dated as of the date hereof (the "Assignment of Leases and Rents"), and each agreement of Borrower incorporated by reference therein or herein, or contained therein or herein;

(iii) Payment of all of the principal of and interest on any future advances under the Loan Documents, and all sums advanced by Mortgagee to protect the Mortgaged Estate, with interest thereon at the Late Payment Rate provided by the Note from the date of advance by Mortgagee to the date of payment by Borrower;

(iv) Payment of all Obligations and other indebtedness and performance of all other obligations and covenants of Borrower contained in any Loan Document, together with any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby or thereby; and

(v) Payment of all other sums, with interest thereon, which may hereafter be owed by Borrower or its successors or assigns pursuant to the Loan Documents to Mortgagee or its successors or assigns. The maximum amount of all indebtedness secured hereby shall not exceed \$225,000,000 of principal plus interest, costs and expenses of collection, protective advances and any other sums which may be due from Borrower under the Loan Agreement.

The indebtedness and the obligations secured by this Mortgage, which are described in (i) through (v) above, may be referred to herein as the "Secured Obligations."

All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement dated as of November 1, 1990 between Borrower and Lender (the "Loan Agreement").

1. Representations, Warranties, Covenants and Agreements of Borrower. Borrower hereby represents, warrants, covenants and agrees:

(a) Payment of Secured Obligations. Borrower hereby grants this Mortgage to secure the payment and performance when due of the Secured Obligations. The consideration received by Borrower to execute and deliver this Mortgage and the liens and security interests created herein is sufficient and will provide a direct economic benefit to Borrower.

(b) Title of Borrower. Subject to Permitted Exceptions, Borrower has good, marketable and indefeasible title in fee simple to the Mortgaged Estate, free from encumbrance superior to the encumbrance created by this Mortgage, has full right to make this conveyance and will warrant and defend title to the Mortgaged Estate against all claims whatsoever.

(c) Required Insurance; Casualty or Condemnation. Borrower shall provide, maintain and keep at all times in force the policies of insurance required under the Loan Agreement. If a Casualty Event or Condemnation Event occurs, all proceeds of insurance or compensation shall be paid and applied pursuant to the Loan Agreement.

(d) Taxes, Impositions and Utilities. Borrower shall pay all taxes, impositions, assessments and utility charges in accordance with the terms and provisions of the Loan Agreement.

(e) Warranties. All representations and warranties of Borrower contained in the Loan Agreement are by this reference incorporated herein and shall remain continuing warranties and representations of Borrower during any time when any portion of the Secured Obligations remain outstanding.

(f) Successors and Assigns. This Mortgage applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The covenants and agreements of Borrower contained herein shall apply to and be binding upon any successor owner of the Mortgaged Estate or any part thereof.

(g) Performance of Covenants. Borrower shall faithfully perform and satisfy at all times any and all covenants, undertakings, stipulations and provisions

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contained in the Loan Documents and in all of its proceedings pertaining to this Mortgage, including, but not limited to, the Secured Obligations.

(h) Sale, Lease, Etc. Borrower will not sell, convey, assign, mortgage, pledge, lease or sublease any of the Mortgaged Estate, except as may be permitted by the Loan Agreement.

2. Mortgagee's Powers. At any time, or from time to time, without liability therefor, Mortgagee, without affecting the personal liability, if any, of any person for payment of the Secured Obligations or the effect of this Mortgage upon the remainder of said Mortgaged Estate, may from time to time without notice (i) release any part of said Mortgaged Estate, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement thereon, (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof, (v) release any person so liable, (vi) extend the maturity or alter any of the terms of any Secured Obligations, (vii) grant other indulgences, (viii) take or release any other or additional security for any obligation herein mentioned, (ix) make compositions or other arrangements with debtors in relation thereto, or (x) advance additional funds to protect the security hereof and pay or discharge the Secured Obligations of Borrower hereunder, and all amounts so advanced shall be secured hereby and shall be due and payable upon demand by Mortgagee.

3. Creation of Security Interest. With respect to any portion of the Mortgaged Estate which constitutes personal property, fixtures or other property governed by the Uniform Commercial Code of the state in which the Property is located ("UCC"), this Mortgage shall constitute a security agreement and fixture filing between Borrower as the debtor and Mortgagee as the secured party, and Borrower hereby grants to Mortgagee a security interest in such portion of the Mortgaged Estate to secure the Secured Obligations.

4.(a) Events of Default. Any one or more of the following events shall be deemed an Event of Default hereunder:

(i) any payment due on the Note is not paid when due; or

(ii) the occurrence of an "Event of Default" under the Loan Agreement or any other Loan Document.

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(b) Acceleration Upon Default; Additional Remedies.  
Upon the occurrence of an Event of Default, Mortgagee may declare all Secured Obligations to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind except as may be otherwise provided herein, and Borrower hereby waives notice of intent to accelerate the Secured Obligations. Mortgagee shall be entitled to enforce payment and performance of any Secured Obligations and to exercise all rights and powers under this Mortgage or under any Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Secured Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Every remedy given by any of the Loan Documents to Mortgagee, or to which Mortgagee may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee.

(c) If an Event of Default shall have occurred, Mortgagee may sell the Mortgaged Estate at public outcry to the highest bidder for cash in front of the Courthouse door in the county where said property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the Mortgage Estate as purchased. Mortgagee may bid at said sale and purchase said Mortgaged Estate or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Estate may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Mortgagee may elect.

(d) The proceeds of any foreclosure sale pursuant to subsection (c) above shall be applied as follows:

(i) First, to the expenses of making the sale, including a reasonable attorney's fee for such services as may be necessary in the collection of said indebtedness or the foreclosure of this mortgage, including, but not limited to, the defense of any proceeding instituted by Borrower or any other party to prevent or delay the exercise of this power of sale;

(ii) Second, to the repayment of any money, with interest thereon, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens or debts as hereinabove provided;

(iii) Third, to the payment and satisfaction of the indebtedness hereby specially secured with interest to the date of sale;

(iv) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Mortgaged Estate at the time of the sale after deducting any expense of ascertaining who is such owner.

In any event, the purchaser at any such sale shall be under no obligation to see the proper application of the purchase money.

(e) Possession of Mortgaged Estate. In the event of a foreclosure sale hereunder and after the time of such sale Borrower occupies the portion of the Mortgaged Estate so sold, or any part thereof, Borrower shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the value of the portion of the Mortgaged Estate so occupied, such rental to be due and payable daily to the purchaser. Nothing contained in this Mortgage shall be construed to constitute Mortgagee as a "mortgagee in possession" in the absence of its taking actual possession of the Mortgaged Estate pursuant to the powers granted herein.

5. Governing Law. The terms and provisions of this Mortgage shall be governed by the applicable laws of the state where the Property is located.

6. Severability. In case any one or more of the provisions hereof shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be duly executed on the date set forth in the acknowledgement attached hereto and effective as of the Closing Date.

QUINCY'S REALTY, INC., a  
Delaware corporation

[SEAL]

By

George E. Moseley  
Vice President

Witnesses

Name

John Guthrie

Name

Jody Bilber

Attest:

C. Burt Duren  
Assistant Secretary

STATE OF NEW YORK )

) ss.:

COUNTY OF NEW YORK )

On this 8th day of November, 1990, before me, the undersigned officer, personally appeared George E. Moseley (residing at 1245 Farragut Drive, Spartanburg, South Carolina 29302) and C. Burt Duren (residing at 125 Cane Brake Drive, Greer, South Carolina 29650), personally known and acknowledged to me to be the Vice President and Assistant Secretary, respectively, of Quincy's Realty, Inc., and that, as such officers, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed and acknowledged the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers as their free and voluntary act and deed and the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

John D. Sh...  
Notary Public

My Commission Expires:

[NOTARIAL SEAL]

Notary Public for the State of New York  
County of ...  
...

Q-27

EXHIBIT A  
LEGAL DESCRIPTION

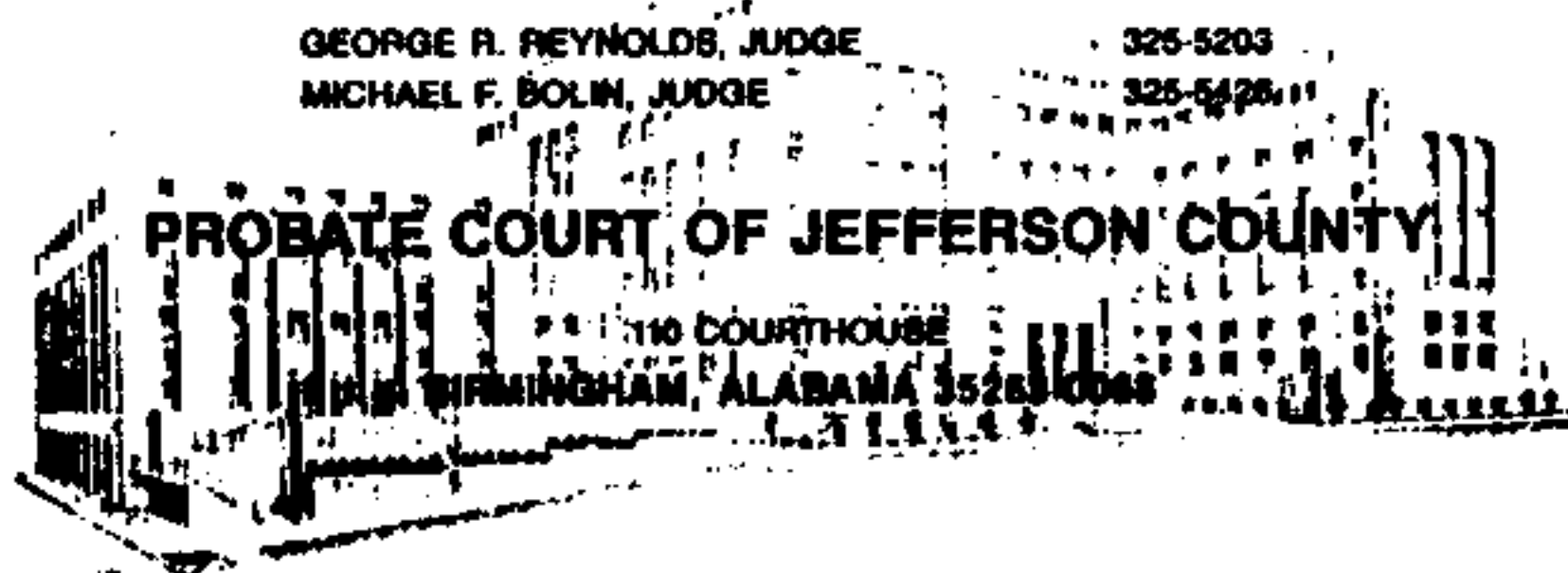
The real property located in the City of Alabaster,  
County of Shelby, State of Alabama, more particularly  
described as follows:

Commence at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 20 South, Range 3 West, and run West along the South line of said Quarter - Quarter Section 825.91 feet to a Point on the Westerly right of way of U. S. Highway 31, said Point being the Point of Beginning; thence turn an angle right of 104 degrees 31 minutes and run Northeasterly along said right of way a distance of 145.0 feet; thence turn an angle left of 104 degrees 31 minutes and run Westerly and parallel to the South line of said Quarter - Quarter Section a distance of 400.0 feet; thence turn an angle left of 75 degrees 29 minutes and run Southwesterly and parallel with U. S. Highway 31 a distance of 145.0 feet to a Point on the South line of said Quarter - Quarter Section; thence turn an angle left of 104 degrees 31 minutes and run Easterly along the South line of said Quarter - Quarter Section a distance of 400.00 feet to the Point of Beginning.

Situated in Shelby County, Alabama.

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CHIEF COURT CLERK  
BIRMINGHAM DIVISION  
PEGGY A. PROCTOR  
PHONE 325-5429



JOHN C. ROCKETT  
DEPUTY PROBATE JUDGE  
BESSEMER DIVISION  
BESSEMER, ALABAMA  
PHONE 481-4100

December 27, 1990

To Whom It May Concern:

This letter is to certify that on December 27, 1990 a mortgage from Quincy's Realty, Inc. and Spardee's Realty, Inc. to William J. Wade Trustee was recorded with the Judge of Probate, Jefferson County in Vol 3948 page 890. A mortgage tax of \$64,125.00 was collected and will be distributed as directed by attached Revenue Order.

George R. Reynolds  
Judge of Probate

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3948 PAGE 890

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

STATE OF ALABAMA       \$  
MONTGOMERY COUNTY     \$

1990 DEC 27 PM 3:43  
MORTGAGE TAX ORDER

RECORDED & INDEXED  
DEED TAX HAS BEEN PAID ON THIS INSTRUMENT

*George R. Ayler*  
JUDGE OF PROBATE

BEFORE THE ALABAMA DEPARTMENT OF REVENUE:

BOOK 324 PAGE 630  
Comes now the Petitioner, William J. Wade, not individually or personally, but solely as Co-issuer Trustee for Secured Restaurants Trust, a Delaware statutory business trust, through its attorney at law James M. Edwards and asks the State Department of Revenue to fix and determine the amount or Mortgage Privilege Tax due pursuant to the provisions of Section 40-22-2 (7) and (8), Code of Alabama 1975, upon recordation of a Mortgages assignments of Leases and Rents and UCC-1 Financing Statements, each dated as of November 1, 1990 from Quincy's Realty, Inc. and Spardee's Realty, Inc. to Petitioner, covering property located both within and without the State of Alabama, which loan does not constitute an open ended or a revolving loan, together with Collateral Assignment of Security Documents and UCC Assignments dated as of November 1, 1990 from Petitioner to The Citizens and Southern National Bank of South Carolina.

Upon consideration of said Petition and evidence offered in support thereof, the State Department of Revenue finds as follows:

1. That the total amount of indebtedness presently incurred under the mortgage is \$ 225,000,000.00 and that this indebtedness is also secured by other similar documents covering property located in other states.

2. That the value of all property covered by the mortgage both within and without the State of Alabama, is \$396,030,000.00.

3. That the value of the property conveyed under the mortgage and located within the State of Alabama is \$75,252,000.00 or 19% of the total value of all property located both within and without the State.

4. That the total amount of indebtedness allocable to Alabama upon which tax is due is \$42,750,000.00.

5. That the value of the property by County in Alabama and the allocation of the indebtedness thereto is set forth on Exhibit "A" attached hereto.

6. That the amount of tax to be paid at the rate of \$.15 per each \$100.00, or fraction thereof, is \$64,125.00, to be distributed according to the relative values in the percentages as set forth in column (3) of Exhibit "A".

IT IS, THEREFORE, ORDERED by the State Department of Revenue that the Judge of Probate of Jefferson County, Alabama, wherein the mortgage and other documents will be recorded first, shall collect mortgage privilege tax in the amount of \$64,125.00, plus any recording fees which may be due, and, after deducting the Judge of Probate's commission, shall make distribution of such tax in the percentages as set out in Paragraph 6. above.

DONE at the Capitol, Montgomery, Alabama, this the 20<sup>th</sup> day of December, 1990.

ALABAMA DEPARTMENT OF REVENUE

BY: *Benjamin A*  
Assistant Commissioner of  
Revenue

ATTEST:

*Lewis A. Easterly*

Lewis A. Easterly, as  
Secretary

*Ray Norcliffe Edwards*

Approved -- Legal Division

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SEIT 2010-11-10 11:30AM

11-19-90 11:30AM

2117331489

33-11-11-11

6225,000,000 10 1/4% Guaranteed Secured Bonds

EXHIBIT "A"

ALABAMA

| County      | Restaurant<br>Unit # | Property<br>File # | (1)<br>FMV per<br>Property (\$) | (2)<br>Total<br>FMV per<br>County (\$) | (3)<br>Mtg. Loan<br>Percent of<br>each County<br>per Alabama (%) | (4)<br>Total<br>Mtg. Loan<br>Amount per<br>County (\$) |
|-------------|----------------------|--------------------|---------------------------------|----------------------------------------|------------------------------------------------------------------|--------------------------------------------------------|
| DeKalb      | 7129                 | Q-039              | 956,000                         | 956,000                                | 1.27                                                             | 542,925                                                |
| Elmore      | 0196                 | H-023              | 1,077,000                       | 1,077,000                              | 1.43                                                             | 611,325                                                |
| Escambia    | 0227                 | H-076              | 713,000                         | 713,000                                | 0.95                                                             | 406,125                                                |
| Etowah      | 0304                 | H-019              | 1,150,000                       |                                        |                                                                  |                                                        |
|             | 0270                 | H-070              | 789,000                         |                                        |                                                                  |                                                        |
|             | 7124                 | Q-015              | 1,255,000                       |                                        |                                                                  |                                                        |
|             | 7036                 | Q-021              | 1,098,000                       | 4,292,000                              | 5.70                                                             | 2,436,750                                              |
| Geneva      | 0404                 | H-095              | 932,000                         | 932,000                                | 1.24                                                             | 530,100                                                |
| Greene      | 0412                 | H-102              | 932,000                         | 932,000                                | 1.24                                                             | 530,100                                                |
| Henry       | 0343                 | H-063              | 929,000                         | 929,000                                | 1.23                                                             | 525,825                                                |
| Houston     | 0283                 | H-028              | 812,000                         |                                        |                                                                  |                                                        |
|             | 7219                 | Q-047              | 1,064,000                       | 1,876,000                              | 2.49                                                             | 1,064,475                                              |
| Jackson     | 0340                 | H-090              | 630,000                         | 630,000                                | 0.84                                                             | 359,100                                                |
| Jefferson   | 0236                 | H-009              | 1,078,000                       |                                        |                                                                  |                                                        |
|             | 0368                 | H-013              | 1,150,000                       |                                        |                                                                  |                                                        |
|             | 0219                 | H-047              | 942,000                         |                                        |                                                                  |                                                        |
|             | 0201                 | H-053              | 855,000                         |                                        |                                                                  |                                                        |
|             | 0180                 | H-058              | 968,000                         |                                        |                                                                  |                                                        |
|             | 0217                 | H-074              | 765,000                         |                                        |                                                                  |                                                        |
|             | 0220                 | H-085              | 562,000                         | 6,320,000                              | 8.40                                                             | 3,591,000                                              |
| Laurensdale | 0414                 | H-101              | 932,000                         |                                        |                                                                  |                                                        |
|             | 7017                 | Q-024              | 1,034,000                       | 1,966,000                              | 2.61                                                             | 1,115,775                                              |
| Lawrence    | 0424                 | H-326              | 932,000                         | 932,000                                | 1.24                                                             | 530,100                                                |

SENT BY FAX 11:00 AM 11/11/80

11-12-80 11:00 AM

11/11/80

11/11/80

\$225,000,000 10 1/4% Guaranteed Secured Bonds

| County     | Restaurant<br>Unit # | Property<br>File # | (1)<br>FMV per<br>Property (\$) | (2)<br>Total<br>FMV per<br>County (\$) | (3)<br>Mtg. Loan<br>Percent of<br>each County<br>per Alabama (%) | (4)<br>Total<br>Mtg. Loan<br>Amount per<br>County (\$) |
|------------|----------------------|--------------------|---------------------------------|----------------------------------------|------------------------------------------------------------------|--------------------------------------------------------|
| Lee        | 7038                 | Q-005              | 1,499,000                       | 1,499,000                              | 1.99                                                             | 850,725                                                |
| Limestone  | 0039                 | H-003              | 1,354,000                       |                                        |                                                                  |                                                        |
|            | 0307                 | H-018              | 1,156,000                       |                                        |                                                                  |                                                        |
|            | 7064                 | Q-009              | 1,317,000                       | 3,827,000                              | 5.09                                                             | 2,175,975                                              |
| Madison    | 0174                 | H-059              | 761,000                         |                                        |                                                                  |                                                        |
|            | 7140                 | Q-012              | 1,274,000                       |                                        |                                                                  |                                                        |
|            | 7019                 | Q-016              | 1,166,000                       |                                        |                                                                  |                                                        |
|            | 7021                 | Q-028              | 982,000                         | 4,183,000                              | 5.56                                                             | 2,376,900                                              |
| Madison    | 7210                 | Q-030              | 1,067,000                       | 1,067,000                              | 1.42                                                             | 607,050                                                |
| Marengo    | 0176                 | H-094              | 633,000                         | 633,000                                | 0.84                                                             | 359,100                                                |
| Marion     | 0320                 | H-014              | 1,203,000                       |                                        |                                                                  |                                                        |
|            | 0214                 | H-046              | 930,000                         | 2,133,000                              | 2.83                                                             | 1,209,825                                              |
| Marshall   | 0230                 | H-039              | 896,000                         |                                        |                                                                  |                                                        |
|            | 0276                 | H-051              | 745,000                         |                                        |                                                                  |                                                        |
|            | 7119                 | Q-006              | 1,398,000                       | 3,039,000                              | 4.04                                                             | 1,727,100                                              |
| Mobile     | 0254                 | H-088              | 538,000                         |                                        |                                                                  |                                                        |
|            | 7074                 | Q-011              | 1,221,000                       |                                        |                                                                  |                                                        |
|            | 7041                 | Q-018              | 1,059,000                       |                                        |                                                                  |                                                        |
|            | 7065                 | Q-036              | 994,000                         |                                        |                                                                  |                                                        |
|            | 7175                 | Q-038              | 1,026,000                       |                                        |                                                                  |                                                        |
|            | 7046                 | Q-042              | 955,000                         | 5,793,000                              | 7.70                                                             | 3,291,750                                              |
| Monroe     | 0362                 | H-016              | 1,129,000                       | 1,129,000                              | 1.50                                                             | 641,250                                                |
| Montgomery | 0311                 | H-038              | 924,000                         |                                        |                                                                  |                                                        |
|            | 0365                 | H-050              | 848,000                         |                                        |                                                                  |                                                        |
|            | 0287                 | H-056              | 692,000                         |                                        |                                                                  |                                                        |
|            | 0286                 | H-060              | 720,000                         |                                        |                                                                  |                                                        |
|            | 0392                 | H-084              | 932,000                         |                                        |                                                                  |                                                        |
|            | 0386                 | H-098              | 932,000                         | 5,048,000                              | 6.71                                                             | 2,868,525                                              |
| Morgan     | 0342                 | H-011              | 1,161,000                       |                                        |                                                                  |                                                        |
|            | 0206                 | H-017              | 1,112,000                       |                                        |                                                                  |                                                        |
|            | 0230                 | H-034              | 896,000                         |                                        |                                                                  |                                                        |
|            | 0419                 | H-103              | 932,000                         |                                        |                                                                  |                                                        |
|            | 7027                 | Q-040              | 938,000                         |                                        |                                                                  |                                                        |
|            | 7176                 | Q-044              | 804,000                         | 5,843,000                              | 7.76                                                             | 3,317,400                                              |
| Perry      | 0352                 | H-086              | 643,000                         | 643,000                                | .85                                                              | 363,375                                                |

SENT BY S-20001 APPS

11-25-90 11:34M

211731489-

87-1102:K J

\$225,000,000 10 1/4% Guaranteed Secured Bonds

| County     | Restaurant<br>Unit # | Property<br>File # | (1)<br>FMV per<br>Property (\$) | (2)<br>Total<br>FMV per<br>County (\$) | (3)<br>Mtg. Loan<br>Percent of<br>each County<br>per Alabama (%) | (4)<br>Total<br>Mtg. Loan<br>Amount per<br>County (\$) |
|------------|----------------------|--------------------|---------------------------------|----------------------------------------|------------------------------------------------------------------|--------------------------------------------------------|
| Pike       | 0344                 | H-073              | 856,000                         | 856,000                                | 1.14                                                             | 487,350                                                |
| Shelby     | 0383                 | H-021              | 1,192,000                       |                                        |                                                                  |                                                        |
|            | 0338                 | H-039              | 956,000                         |                                        |                                                                  |                                                        |
|            | 0194                 | H-068              | 693,000                         |                                        |                                                                  |                                                        |
|            | 0428                 | H-104              | 932,000                         |                                        |                                                                  |                                                        |
|            | 7076                 | Q-027              | 963,000                         | 4,698,000                              | 6.24                                                             | 2,667,600                                              |
| St. Clair  | 0282                 | H-026              | 1,007,000                       | 1,007,000                              | 1.34                                                             | 572,850                                                |
| Sumter     | 0411                 | H-100              | 932,000                         | 932,000                                | 1.24                                                             | 530,100                                                |
| Talladega  | 0178                 | H-030              | 1,059,000                       |                                        |                                                                  |                                                        |
|            | 0272                 | H-091              | 584,000                         |                                        |                                                                  |                                                        |
|            | 7073                 | Q-035              | 811,000                         |                                        |                                                                  |                                                        |
|            | 7155                 | Q-043              | 781,000                         | 3,235,000                              | 4.30                                                             | 1,838,250                                              |
| Tuscaloosa | 0305                 | H-010              | 1,110,000                       |                                        |                                                                  |                                                        |
|            | 0052                 | H-024              | 775,000                         |                                        |                                                                  |                                                        |
|            | 0371                 | H-044              | 936,000                         |                                        |                                                                  |                                                        |
|            | 0036                 | H-092              | 507,000                         |                                        |                                                                  |                                                        |
|            | 7032                 | Q-002              | 1,555,000                       |                                        |                                                                  |                                                        |
|            | 7113                 | Q-025              | 1,109,000                       | 5,992,000                              | 7.96                                                             | 3,402,900                                              |
| Wilcox     | 0409                 | H-099              | 932,000                         | 932,000                                | 1.24                                                             | 530,100                                                |
| Winston    | 0265                 | H-008              | 1,208,000                       | 1,208,000                              | 1.61                                                             | 688,275                                                |
| Totals     | --                   | --                 | --                              | --                                     | 100%                                                             | 42,750,000                                             |

Alabama Total FMV = \$75,252,000

All States Total FMV = \$396,250,000  
 STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS  
 INSTRUMENT WAS FILED

91 JAN -3 PM 2:25

Thomas A. Shouder, Jr.  
 JUDGE OF PROBATE

1. Deed Tax ----- \$  
 2. Mtg. Tax ----- \$  
 3. Recording Fee ----- \$47.50  
 4. Indexing Fee ----- \$5.00  
 5. No Tax Fee ----- \$1.00  
 Total ----- \$47.50

