

H27

Property No.: H-35
Unit No.: 0339
City: Montevallo
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

BOOK 324 PAGE 454
THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is dated as of November 1, 1990 by and between Spardee'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, right, title and interest of Borrower in and to all leases or

Land title

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 \$544,219 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.

SPARDEE'S REALTY, INC., a Delaware corporation

[SEAL]

By

George E. Moseley
Vice President

Witnesses:

Name

Name

Attest:

C. Burt Duren
Assistant Secretary

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 7th 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 Spardee'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.

Jane E. Kirk
Notary Public

My Commission Expires:

JANE E. KIRK
Notary Public, State of New York
No. [redacted]
Qualified in New York County
Commission Expires Aug. 27, 1992

[NOTARIAL SEAL]

H-35

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL I:

Lot Number 16, in the Storrs and Troy allotment of lands as the Town of Montevallo, according to the Survey and plat of M.B. Dare, January 22, 1884, which is recorded in the Probate Court of said County in Map Book 3, page 3. LESS AND EXCEPT a part of Lot 16, in the Storrs and Troy Allotment of Lands in the Town of Montevallo, according to the Surey and Plat of M.B. Dare, January 22, 1884 which is recorded in the Probate Court of said County, in Map Book 3, page 3. Said part of Lot 16 being more particularly described as follows: Begin at the Northernmost corner of said Lot 16, said point being on the Southerly side of Main Street, and run along the easterly side of said Lot 16 towards Island Street for a distance of 100 feet; thence run in a southwesterly direction and parallel with Main Street a distance of 43 feet; thence run in a northwesterly direction and parallel with the easterly side of said Lot 16 a distance of 100 feet to the southerly side of Main Street; thence run in a northeasterly direction along said southerly side of Main Street a distance of 43 feet to the point of beginning.

PARCEL II:

Lot numbered Thirteen (13) in the Storrs and Troy allotment or plot of lands and its addition to the town of Montevallo, Shelby County, Alabama, according to the survey and plot of M.B. Dare, made by January 22nd, 1884, which is duly recorded in the Office of the Probate Judge for Shelby County, Alabama, in Map Book 3, page 3. Said lot being situated in Shelby County, Alabama.

Continued. . .

H-35

PARCEL III:

Lot 14, according to Storrs and Troy Addition to Montevallo, Alabama, as surveyed to M. B. Dare, as recorded in Map Book 3, on page 3 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Except the Southeast 10 feet for widening of Island Street.

PARCEL IV:

That tract of land situated between the existing Southeasterly right of way line of Main Street and the Southeasterly right of way line as recorded in Map Book 3, page 3 in the Office of the Judge of Probate of Shelby County, Alabama, which is Northwesterly of and perpendicular to Lot 13, and the Southwesterly 67.0 feet of Lot 16, of said Map Book 3, page 3 in the Storrs and Troy allotment or plot of lands and lots, Addition to the Town of Montevallo, Shelby County, Alabama, according to the Survey of M. B. Dare, made January 22, 1884.

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GEORGE R. REYNOLDS, JUDGE
MICHAEL F. BOLIN, JUDGE

325-5203

325-5428

PROBATE COURT OF JEFFERSON COUNTY

110 COURTHOUSE

BIRMINGHAM, ALABAMA 35203-0000

CHIEF COURT CLERK
BIRMINGHAM DIVISION
PEGGY A. PROCTOR
PHONE 325-6429

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

1990 DEC 27 PM 3:43

MORTGAGE TAX ORDER

RECORDED & S
DEED TAX HAS BEEN PAID ON THIS INSTRUMENT

George A. Givens
JUDGE OF PROBATE

STATE OF ALABAMA §

MONTGOMERY COUNTY §

BEFORE THE ALABAMA DEPARTMENT OF REVENUE:

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 20th day of December, 1990.

ALABAMA DEPARTMENT OF REVENUE

BY: *B. J. Long*
Assistant Commissioner of
Revenue

ATTEST:

L. A. Easterly

Lewis A. Easterly, as
Secretary

Ray Norcliffe Edwards

Approved -- Legal Division

box 324-468

2017 5:10:00 PM

11-19-90 11:30 AM

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3347173: 1

\$223,000,000 10 1/4% Guaranteed Secured Bonds

EXHIBIT "A"

ALABAMA

County	Restaurant Unit #	Property File #	(1) FMV per Property (\$)	(2) Total FMV per County (\$)	(3) Mtg. Loan Percent of each County per Alabama (%)	(4) Total Mtg. Loan Amount per 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	0143	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
Lauderdale	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

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SENT BY: S. MOORE APPS

11-12-20 11:32AM

212751-49-

83-3171: x 3

3225,000,000 10 1/4% Guaranteed Secured Bonds

County	Restaurant Unit #	Property File #	(1) FMV per Property (\$)	(2) Total FMV per County (\$)	(3) Mtg. Loan Percent of each County per Alabama (%)	(4) Total Mtg. Loan Amount per County (\$)
Lee	7038	Q-003	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			
	0369	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-066	643,000	643,000	.85	363,375

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SENT 5:15:00PM 1993

11-25-90 11:32AM

2127331-489-

3247172:8 1

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

County	Restaurant Unit #	Property File #	(1) FMV per Property (\$)	(2) Total FMV per County (\$)	(3) Mtg. Loan Percent of each County per Alabama (%)	(4) Total Mtg. Loan Amount per County (\$)
Pike	0344	H-073	856,000	856,000	1.14	487,350
Shelby	0383	H-021	1,192,000			
	0339	H-035	956,000			
	0194	H-068	653,000			
	0428	H-104	932,000			
	7076	Q-027	965,000	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			
	7115	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 = \$396,030,000

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

91 JAN-3 PM 1:43

Thomas A. Shanks, Jr.
JUDGE OF PROBATE

1. Deed Tax _____
2. Mfg. Tax _____
3. Recording Fee _____
4. Indexing Fee _____
5. No Tax Fee _____
6. Certified Fee _____
Total \$20.00

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