

ALABASTER

When recorded please
return to: KLD
MetLife Capital Corporation
C-97550
Bellevue, WA 98009

Transaction No. 5003294
Schedule No. 001

Lessee/Borrower Gregerson's Holdings, Inc.
Premises 244 1st St. S.W.
Alabaster, AL 35007 (Shelby County)

Inst # 1994-09997

LANDLORD'S AGREEMENT AND WAIVER

Lessee/Borrower has applied to MetLife Capital Corporation ("MetLife") for leasing of the following described equipment:

All equipment now owned or hereafter acquired by debtor, including but not limited to grocery store fixtures, furniture and equipment including but not limited to cash registers, check out stands, scales, bakery and meat department equipment and refrigerated cases together with all accessions, attachments and additions thereto and replacements thereof.

("Equipment"). Lessee/Borrower intends to locate the Equipment on the Premises legally described as follows:

As described on the attached Exhibit "B" herein incorporated by this reference.

MetLife is willing to enter into said transaction only if Landlord subordinates and waives as to MetLife any claims, demands or rights Landlord may have or hereafter acquire with respect to the Equipment.

1. Subject to the terms hereof, Landlord by this agreement does hereby waive and relinquish to MetLife, its successors and assigns, all rights, claims and demands of every kind against the Equipment now located or to be located on the above Premises, including but not limited to the right of foreclosure, levy, execution, sale and distraint for unpaid rent or other rights arising under real property law or by contract which Landlord now has or may hereafter acquire on any of the Equipment presently or hereafter financed or leased by MetLife.

2 Landlord agrees that the Equipment shall at all times be considered to be personal property and shall not constitute a fixture or become part of the Premises. Landlord agrees that MetLife may remove the Equipment from the Premises at all

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SHELBY COUNTY JUDGE OF PROBATE
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 **MetLife Capital**

Shelby Co - AL

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Springfield, Illinois 62708

reasonable times, and Landlord will give MetLife not less than sixty (60) days written notice if MetLife shall be required to remove the Equipment; provided however, that MetLife will either repair any damage caused by such removal or reimburse Landlord for the reasonable cost thereof.

3. This Agreement and Waiver shall be binding upon successors, transferees and assigns of Landlord and shall inure to the benefit of the successors and assigns of MetLife. Landlord will provide MetLife with a legal description of the Premises upon request.

4. This Agreement and Waiver may be recorded at any time by MetLife, its successors and assigns.

IN WITNESS WHEREOF, the undersigned Landlord has executed this Agreement and Waiver this 11th day of MARCH, 1994

[CORPORATE SEAL]

LANDLORD:

EASTERN DIXIE INVESTMENTS

Attest:

By: PARTNER M. G. Pharo

Its PARTNER

ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Shelby

On this 11th day of March, 1994, before me, a Notary Public, personally appeared M. G. Pharo, and _____, to me known to be the Partner and _____, respectively, of Eastern Dixie Investments, who executed the foregoing instrument and acknowledged the said instrument was the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

[NOTARIAL SEAL]

Jon Ellen Nix
NOTARY PUBLIC in and for the State of
Alabama, residing at Alabaster.
My commission expires Nov 15, 1996.

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and compliance with all the stipulations hereinafter contained, the said Alabaster Shopping Center, Inc.

EXHIBIT "B"

(hereinafter called Mortgage)

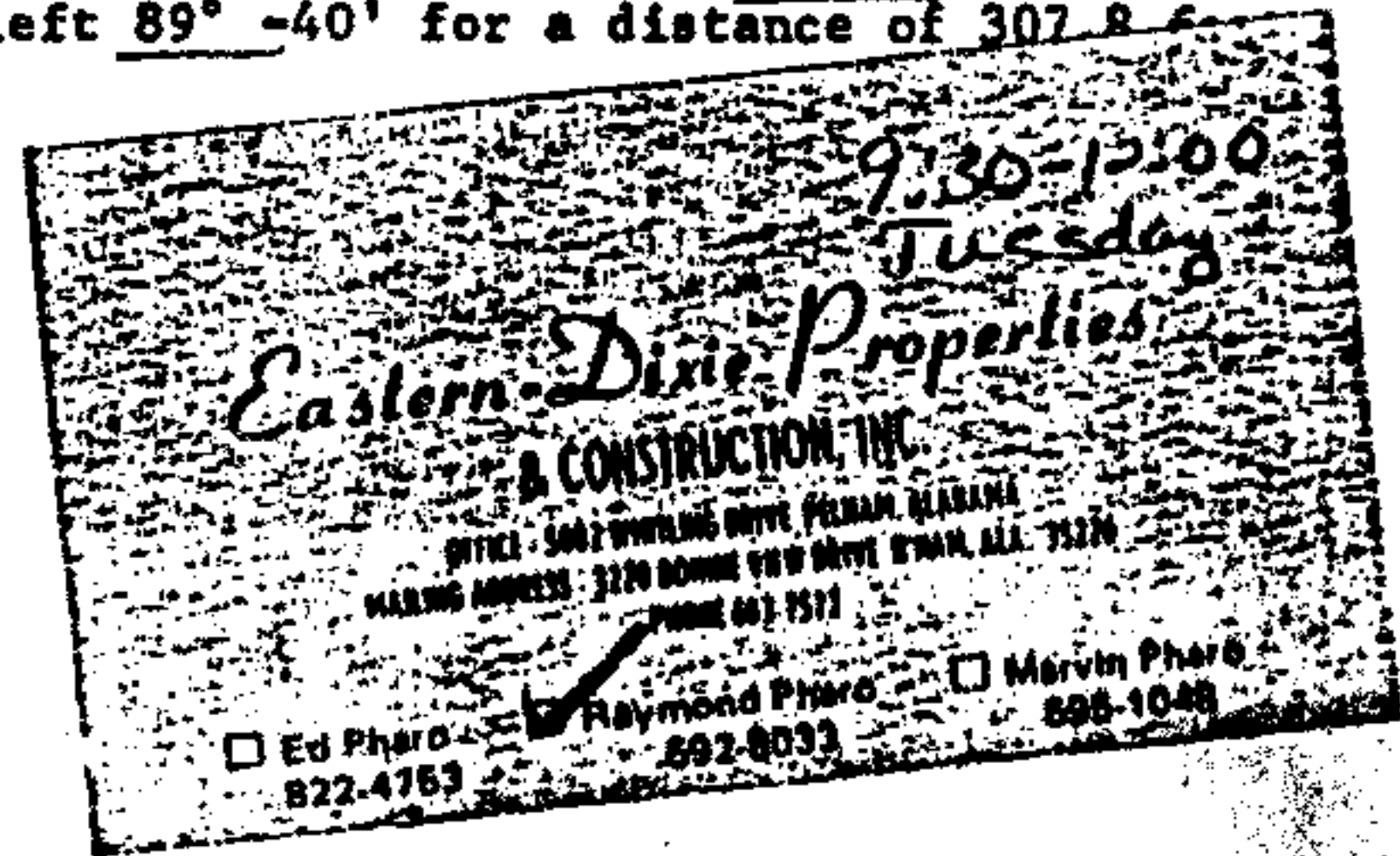
does hereby grant, bargain, sell and convey unto the said Mortgage the following described real estate situated in

Shelby County, State of Alabama

Block 1 of Cardwell's Subdivision, situated in the NE $\frac{1}{4}$ of Section 2, Township 21 South, Range 3 West in the City of Alabaster, Shelby County, Alabama; more particularly described as follows:

From the NE corner of Section 2, Township 21 south, Range 3 west, run westerly along the north boundary of said section a distance of 965.69 feet to the intersection of the section line with the westerly right of way line of the northbound L & N Railway main; thence angle 83° - 06' to the left for a distance of 201.45 feet; thence angle left 0° - 56' for a distance of 583.08 feet; thence angle left 6° - 55' for a distance of 30.0 feet to the point of beginning of Block 1.

From said point thence angle right 91° - 27' from the last described course for a distance of 150.0 feet; thence angle right 90° - 00' for a distance of 150.0 feet; thence angle left 90° - 40' for a distance of 494.0 feet; thence angle left 90° - 00' for a distance of 471.3 feet; thence angle left 91° - 01' for a distance of 646.3 feet; thence angle left 89° - 40' for a distance of 307.8 feet to the point of beginning.



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