

PREPARED BY AND RETURN TO:
Homer Duvall, III
RYDBERG, GOLDSTEIN & BOLVES, P. A.
500 East Kennedy Boulevard--Suite 200
Tampa, Florida 33602
TELEPHONE: (813) 229-3900

DUE TO THE NUMBERS OF PROPERTIES
CONVEYED BY THIS DEED OF TRUST, THE
INDEXING INSTRUCTIONS ARE SHOWN ON
THE EXHIBIT "A" FOR EACH PROPERTY

THIS COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST IN LEASES AND
CONDITIONAL LEASEHOLD MORTGAGE COVERS PROPERTY IN VARIOUS COUNTIES
IN SEVERAL STATES AND THIS INSTRUMENT IS A COUNTERPART OF THE
ORIGINAL THEREOF. THE PARTIES HAVE AGREED AND PROVIDED HEREIN THAT
THIS INSTRUMENT MAY BE EXECUTED, FILED AND/OR RECORDED IN ONE OR
MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED TO BE AN ORIGINAL,
AND ALL OF WHICH WHEN TAKEN TOGETHER SHALL CONSTITUTE AND BE THE
SAME AGREEMENT.

AND

THIS COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST IN LEASES AND
CONDITIONAL LEASEHOLD MORTGAGE SECURES CERTAIN PROMISSORY
NOTES ISSUED PURSUANT TO A PLAN OF REORGANIZATION FILED BY THE
COMPANY IN ITS CHAPTER 11 BANKRUPTCY CASE STYLED In re: Sunshine-Jr
Stores, Inc. AND FILED AS CASE NO. 92-16406-BKC-8B1, IN THE UNITED STATES
BANKRUPTCY COURT IN AND FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA
DIVISION AS CONFIRMED BY FINAL ORDER OF THE BANKRUPTCY COURT
DATED MAY 12, 1994, AND IS EXEMPT FROM ANY STAMP TAX OR SIMILAR TAX
(INCLUDING WITHOUT LIMITATION INTANGIBLES OR RECORDING TAXES)
PURSUANT TO 11 U.S.C. §1146.

**COLLATERAL ASSIGNMENT OF
LESSEE'S INTEREST IN LEASES AND
CONDITIONAL LEASEHOLD MORTGAGE**

THIS COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST IN LEASES AND
CONDITIONAL LEASEHOLD MORTGAGE (the "Assignment") is made as of the
21st day of June, 1994, by and between SUNSHINE-JR. STORES, INC.,
a Florida corporation ("Borrower"),

Address: 109 West 5th Street
Panama City, FL 32401

PREPARED BY AND RETURN TO:
Homer Duvall, III
RYDBERG, GOLDSTEIN & BOLVES, P. A.
500 East Kennedy Boulevard--Suite 200
Tampa, Florida 33602
TELEPHONE: (813) 229-3900

ATTENTION COUNTY CLERK: This instrument covers goods
which are or are to become fixtures related to the
real estate described herein and is to be filed for
record on the real property records and is ALSO TO BE
INDEXED, not only as a deed to secure debt, but also
as a financing statement in the index of financing
statements.

06/24/1994-20162
02:01 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

052 HCD

136.00

Inst # 1994-20162

and

NATIONSBANK OF FLORIDA, N.A., a national banking association, as Trustee for the Noteholders of the promissory Notes issued pursuant to the Trust Indenture (hereinafter identified);

Address: Corporate Trust Dept.--6th Floor
400 North Ashley Drive
Tampa, FL 33602

(herein referred to as "Trustee"; such term includes all successors and assigns, immediate or remote.)

(To the extent this instrument acts as a Mortgage in Alabama only, as used in this Assignment, any references to this "Assignment" shall mean this "Conditional Leasehold Mortgage," "Borrower" shall mean "Mortgagor" and "Trustee" shall mean "Mortgagee" where the context would so apply).

1. **Trust and Trust Indenture.** Borrower is indebted to the Noteholders under certain promissory Notes totalling the sum of Twenty-Two Million Five Hundred Eight Thousand Five Hundred Thirty-Six and 73/100 DOLLARS (\$22,508,536.73), (hereinafter collectively referred to as the "Notes") issued or to be issued pursuant to a certain Trust Indenture dated June 21, 1994, by and between Borrower and Trustee (the "Trust Indenture") for the benefit of the Noteholders of the Promissory Notes issued pursuant thereto (the "Noteholders"), the terms, conditions and provisions of which Trust Indenture are incorporated herein by this reference. All capitalized terms used, but not otherwise defined herein shall have the same meaning (connotation and denotation) as used and set forth in the Trust Indenture.

2. **Deed of Trust and Security Documents.** In order to secure the repayment of the Notes as provided in the Trust Indenture, the Borrower has executed (i) a Deed of Trust, Deed to Secure Debt, Mortgage and Security Agreement (the "Deed of Trust") this same date encumbering certain real property of the Borrower; and (ii) certain other documents creating liens, granting security interests, or otherwise evidencing or securing the indebtedness (hereinafter the "Debt") owed by Borrower to the Trustee (all of which such documents, whether or not listed in the preceding sentence, together with the Trust Indenture described in Section 1 above are hereinafter collectively referred to as the "Security Documents").

3. **Assignment.** Borrower, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, assigns, pledges, hypothecates, conveys, confirms and mortgages to Trustee, its successors and assigns forever, all of Borrower's estate, right, title and interest in, to and under, and grants to said Trustee a security interest in, any

and all of the following described property (hereinafter collectively referred to as the "Leases"):

(a) all of Borrower's leasehold interest in and to the leases more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof and the real property described in said leases (the "Property"); and

(b) all rights of possession and occupancy and other rights and privileges granted by such leases, including without limitation, any options to purchase, rights of first refusal to purchase, rights or options to renew or extend or to otherwise acquire a greater or different right, interest or estate in and to the Property or other property referred to in any such lease; and

(c) all of the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights and other rights, liberties and privileges thereof now or hereafter appertaining to the Property, including any homestead or other claim at law or in equity, any after-acquired title, franchises, licenses, and any reversions and remainders thereof accruing to the Borrower by virtue of the leases; and

(d) Borrower's interest in all buildings and improvements of every kind and description now or hereafter erected or placed on the Property (the "Improvements"), including any right to remove such building or improvement at the end or upon the termination of any lease; and

(e) all the prepaid rents, security deposits or other prepaid fees or deposits and all right, title and interest of Borrower, as tenant or lessee, in and to all monies held for Borrower's benefit by the Landlord under the leases or others, including, without limitation, all deposits made thereunder to secure performance by the Borrower of its obligations under said leases; and

(f) all proceeds (including claims or demands thereto) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including without limitation all proceeds of insurance (including unearned premiums) and condemnation awards, including interest thereon;

TO HAVE AND TO HOLD the foregoing described Leases unto the Trustee, its successors and assigns forever; subject, however, to the terms, conditions and provisions of the Leases as modified, amended and/or extended.

4. **Future Advances.** It is further covenanted and agreed by the parties hereto that this Assignment also secures the payment of and includes all future, or further advances as may be made in accordance with the provisions of the Trust Indenture, to and for

the benefit of the Borrower, its successors, representatives or assigns, within twenty (20) years from the date hereof, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Assignment may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the sum of \$50,000,000.00 plus interest thereon and any and all disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Assignment with interest on such disbursements at the rates specified in the Trust Indenture and in the Notes referred to in this Assignment. Such further or future advances shall be made only in accordance with the provisions of the Trust Indenture.

5. Term of Assignment (EXCEPT ALABAMA). This Assignment shall remain in effect until (a) the Notes are paid in full and all other obligation contained in any of the Security Documents are fully and completely satisfied, or (b) this Assignment is voluntarily released by Trustee (without thereby implying any obligation on the part of Trustee to do so). No judgment or decree which may be entered on any debt secured or intended to be secured by the Deed of Trust or any other Security Documents shall lessen the effect of this instrument. This Assignment shall remain in full effect during the pendency of any foreclosure proceedings under the Deed of Trust or any of the other Security Documents, both before and after sale, until the issuance of a deed or other lawful instrument of conveyance to the foreclosure sale purchaser. For the purpose of interpretation or enforcement of this Assignment in the State of Alabama, this Section 5 is superceded and replaced by Section 5A below.

5A. Term of Assignment (ALABAMA ONLY). This Section 5A shall only be effective for the purpose of Interpretation or enforcement of this Assignment in the State of Alabama. BUT THIS CONVEYANCE, IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say: If the Borrower shall well and truly pay the Debt (and the term "Debt," as used herein, shall mean and include the aggregate of the indebtedness owed by the Borrower to the Trustee as set forth in the Security Documents) and upon the satisfaction of all other obligations contained in any of the Security Documents then this conveyance shall become void. This Assignment may also be terminated by the voluntary release by Trustee (without thereby implying any obligation on the part of Trustee to do so). No judgment or decree which may be entered on any debt secured or intended to be secured by the Deed of Trust or any other Security Documents shall lessen the effect of this instrument. This Assignment shall remain in full effect during the pendency of any foreclosure proceedings under the Deed of Trust or any of the other Security Documents, both before and after sale, until the issuance

of a deed or other lawful instrument of conveyance to the foreclosure sale purchaser.

6. **Rights of Borrower Prior to Default.** As of the execution of this Assignment and until Trustee notifies Borrower or other parties as provided below, and further provided that no Event of Default (as defined in the Trust Indenture) has occurred which remains uncured, Trustee elects not to exercise any rights under the Leases. Rather, Trustee agrees that Borrower may exercise all such rights. However, if a default occurs in the making of any payments due under the Notes or such other Event of Default (as that term is defined in the Trust Indenture) occurs, then Trustee shall have the rights and remedies specified below.

7. **Borrower's Covenants.** Borrower covenants and agrees as follows:

7.1. Trustee shall not in any way be responsible for the performance of any obligations of Borrower under the Leases, or for any failure to do any or all of the actions for which rights, interests, powers and authority are herein granted. Borrower will make no claim against Trustee respecting the Leases and shall defend and indemnify Trustee against any claims by third parties against Trustee alleging any liability of Trustee for any of the matters described in this Section 6.1. The failure of Trustee to take any of the actions or exercise any of the rights, interest, powers and/or authority granted to Trustee hereunder, shall not be construed to be a waiver of any of the rights, interest, powers, or authority granted to Trustee hereunder.

7.2. Borrower will execute upon the request of Trustee any and all further documents, assignments or instruments which Trustee reasonably deems appropriate or necessary to evidence or effectuate this Assignment or grant or confirm the rights, interests and authority assigned to Trustee hereunder.

7.3. During the term of this Assignment, Borrower will not cancel or terminate any of the Leases, amend or modify any terms of the Leases, other than in the reasonable and ordinary course of business, without the written consent of Trustee.

7.4. Borrower specifically gives its consent and authorization to any court of competent jurisdiction to issue, by ex parte hearing, such order or orders as may be appropriate or necessary to enforce the terms of this Assignment, granting to Trustee such powers, orders or authority as Trustee shall need or desire to enforce this Assignment. Any such court is directed not to require any bond of Trustee, the parties agreeing that time is of the essence to protect the interests of Trustee and Borrower.

7.5. Borrower will, at Borrower's sole cost and expense, appear in and defend any action growing out of or in any manner

connected with any of the Leases or any of the obligations or liabilities of the Borrower or any persons in connection therewith.

7.6. Borrower will fulfill and perform each and every obligation which is incumbent upon Borrower under the Leases.

7.7. In the ordinary course of business Borrower will enforce, at its sole cost and expense, short of termination of the Leases, the performance and observance of each and every covenant and condition required of the other contracting party under the Leases.

8. **Representations and Warranties; Additional Covenants.** Borrower makes the following representations and warranties to Trustee, and enters into the following additional covenants, with the intention and expectation that Trustee will rely upon the same in entering into this Assignment:

8.1 The execution and delivery of this Assignment, the Notes, and any other documents securing the Notes, do not conflict with or result in a violation of any regulation, order, writ, judgment, injunction or decree of any court or governmental instrumentality to which the Borrower is a party or by which it may be bound.

8.2 This Assignment, the Notes and any other documents securing the Notes are in all respects legal, valid and binding according to their terms and grant to the Trustee a direct, valid and enforceable lien on and security interest in and to the Borrower's leasehold interest in the Property.

8.3 The Borrower: (i) has been duly formed and is validly existing, (ii) is fully qualified to do business in all states in which it transacts business, and (iii) has the power, authority and legal right to carry on the business conducted by it and to engage in the transactions contemplated by this Assignment. The execution and delivery of this Assignment by the undersigned on behalf of the Borrower and the performance and observance of the provisions thereof have all been authorized by all necessary actions of the Borrower.

9. **Events of Default.** An event of default shall exist under this Assignment upon the happening of any one or more of the following events (each an "Event of Default"):

9.1 Failure to pay interest on any Note when the same shall become due and payable and such default continues for a period of five (5) days;

9.2 Failure to pay principal on any Note when the same becomes due;

9.3 A default in any payment of principal or interest on any other indebtedness or obligation of the Borrower, or a default in any other agreement of the Borrower under which any such obligation is created, the effect of which is to cause or permit such indebtedness or obligation to become due (or repurchased by the Borrower) prior to its stated maturity, except for any such indebtedness or obligation in an amount less than \$200,000.00;

9.4 Any written representation or warranty made by the Borrower or its officers in the Trust Indenture was false on the date it was made;

9.5 Failure of the Borrower to comply with any negative covenant as set forth in Sections 14.14 through 14.27, and Sections 6.02 and 12.01 of the Trust Indenture;

9.6 Failure of the Borrower to comply with any other provision of the agreements contemplated by any Note, this Assignment, the Deed of Trust or the Trust Indenture, including but not limited to the Security Documents, and such default shall not have been remedied within 30 days after such default becomes known to an officer of the Borrower authorized to sign an Officer's Certificate (as defined in the Trust Indenture); PROVIDED, HOWEVER, that nothing contained within this paragraph 8.6 shall be construed to impose personal liability on the part of any officer of the Borrower;

9.7 Conversion of the bankruptcy case styled In re: Sunshine-Jr Stores, Inc. and filed as Case No. 92-16406-BKC-8B1, in the United States Bankruptcy Court in and for the Middle District of Florida, Tampa Division (the "Bankruptcy Case"), to a case under Chapter 7 of the Bankruptcy Code;

9.8 Failure of the Borrower to abide by the Plan filed by the Borrower and approved by the Court in the Bankruptcy Case;

9.9 The entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Borrower or adjudging the Borrower a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Borrower under the Federal Bankruptcy Code or any other applicable Federal or State law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Borrower or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of one hundred twenty (120) consecutive days;

9.10 The commencement by the Borrower of a voluntary case, or the institution by it of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of

bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization, arrangement or relief under the Federal Bankruptcy Code or any other applicable Federal or State law, or the consent or acquiescence by it to the filing of any such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Borrower or any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Borrower in furtherance of any such action;

9.11 The Borrower is dissolved;

9.12 The granting or entry of any Final Order or decree for the payment of money in excess of \$200,000.00 against the Borrower and the Borrower's failure to discharge the same or cause it to be discharged within thirty (30) days after entry.

10. **Trustee's Remedies Upon Default.**

10.1 Upon the occurrence of an Event of Default as defined above, Borrower's right to enjoy the privileges under the Leases shall immediately terminate, and Trustee's rights under the assignments created by this Assignment shall become fully effective. Trustee will have the right at its option to enforce and to exercise any or all of its rights under this Assignment or otherwise, but Borrower expressly agrees that Trustee's exercise of any rights hereunder shall not be prerequisite or precondition to the full effectiveness and enforceability of Trustee's rights hereunder.

10.2. In such event, and upon Trustee's election Borrower shall deliver to Trustee all of the Leases. Any oral Leases shall be described in a writing delivered by Borrower to Trustee.

10.3. Trustee, at its option, and without any notice whatsoever to Borrower, shall have the right and is hereby authorized to: (a) notify the Lessors under the Leases that Trustee is exercising its rights under this Assignment; (b) take such further action as may be appropriate or necessary to take its position as the assignee of Borrower's rights under the Leases; (c) sue to enforce the performance of the Leases in the name of Borrower or Trustee; (d) delegate any and all rights and powers given to Trustee by this Assignment; (e) have a receiver appointed; and (f) use such measures, legal or equitable, as in its sole and reasonable discretion may carry out and effectuate the provisions of this Assignment. All such actions shall be taken at the sole expense of the Borrower, who agrees to reimburse Trustee for all amounts expended, as provided in the Trust Indenture.

10.4 This Sub-Section shall be effective as to the leasehold interests located within the State of Alabama only. This Assignment shall be subject to foreclosure and may be foreclosed as now provided by the laws of Alabama for the foreclosure of a mortgage on leaseholds, which leasehold mortgage is in default; and the Trustee shall be authorized to take possession of the leasehold interest and, after giving at least twenty-one (21) days notice of the time, place and terms of the sale by publication once a week for three (3) consecutive weeks in a newspaper published in the county where said leasehold interest is located, sell the leasehold interest in front of the courthouse door of said County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale as provided in the Trust Indenture. In the event of a sale hereunder, the Trustee, or the owner of the Debt and this Assignment, or auctioneer, shall execute to the purchaser, for and in the name of the Trustee, a conveyance or other transfer of the leaseholds, and the purchaser shall not be held to inquire as to the application of the proceeds of the sale. The Borrower agrees that the Trustee may bid at any sale had under the terms of this Mortgage and may purchase the leasehold interest if the highest bidder therefor.

11. **Instructions to Other Contracting Parties.** This Assignment constitutes an express direction and full authority to any Lessor under the Leases to render any performance directly to Trustee, upon Trustee's request. No proof of default shall be required. Any such Lessor is hereby irrevocably authorized to rely upon and comply with any notice or demand by the Trustee for the rendering of any performance to the Trustee under any of the Leases. Any such Lessor shall not be liable to Borrower, or any person claiming under Borrower, for rendering any performance to Trustee. Any such Lessor shall have no obligation or right to inquire whether any default has actually occurred or is then existing. By its execution of this Assignment, Borrower irrevocably joins in, consents, to and makes and delivers the above instructions to all of the Lessors under the Leases.

12. **Trustee as Agent.** Trustee is and will be acting solely as an agent of Borrower in taking any actions in connection with the Leases. Trustee assumes no responsibility or liability in any other capacity. Trustee shall not be obligated to perform any obligation or duty, or discharge any liability under any of the Leases, or under or by reason of this Assignment.

13. **Remedies Cumulative.** The remedies provided in this Assignment and in the other Security Documents are cumulative and not mutually exclusive. The remedies can be exercised successively or concurrently, as many times as and whenever the occasion may arise, and the exercise of any one or more remedies shall not be a waiver of or preclude the exercise of any one or more remedies at the same or any later time for the same or any later default.

14. **Liability of Trustee.**

14.1. In Trustee's exercise of the powers granted Trustee by this Assignment, no liability shall be asserted or enforced against Trustee, and Borrower expressly waives and releases Trustee from all such liability.

14.2. Trustee shall not be responsible for any failure to perform any covenants in any of the Leases, either before or after the exercise of any assignments or remedies contained in this Assignment.

14.3. In accepting the assignments herein described, and in exercising any of the remedies provided herein or taking any of the actions which are authorized herein, Trustee will be acting solely and exclusively as agent for Borrower in attempting to obtain payment to Trustee of the amounts which Trustee is to receive pursuant to the Note. The parties acknowledge that in so doing, Trustee will not be or be deemed to be an "owner" or "operator" of the Property under any environmental statute, law, regulation or ordinance, or for any other purpose and will not be assuming any obligations of Borrower to fully comply with all such statutes, laws, regulations, or ordinances, as more particularly described in the Trust Indenture. Borrower will specifically defend and indemnify Trustee in accordance with the provisions of the Trust Indenture.

15. **Indemnity.** Borrower agrees to defend and indemnify the Trustee from and against any and all liability, loss, damage, and expense (including all attorneys' fees and expenses through litigation and all appeals) which Trustee may or might incur under any of the Leases, or under or by reason of this Assignment, and for all other matters provided for in the Trust Indenture, except for losses or demands resulting from willful or negligent actions of Trustee.

16. **Notice.** The notice provisions of the Deed of Trust shall be in full force and effect for this Assignment and are incorporated herein by this reference as though the express terms were stated in this Assignment.

17. **Attorneys' Fees.** If any party finds it necessary to retain an attorney to enforce the terms and provisions of this Deed of Trust, or to defend any action brought by another party or parties, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable attorneys' fees and costs incurred thereby, whether or not suit be instituted and whether or not incurred at trial or on appeal or in post-judgment collection efforts or proceedings or in bankruptcy proceedings.

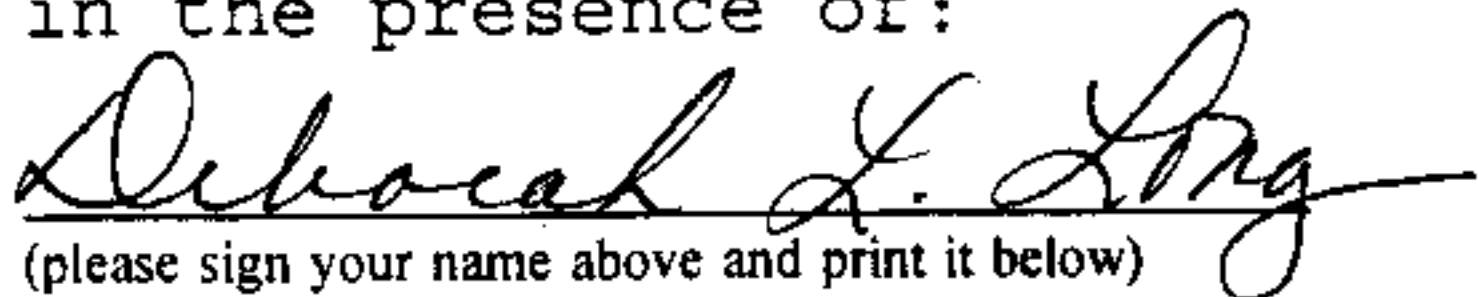
17.1 This Sub-section shall be effective as to the interpretation and enforcement of this Assignment as to leaseholds

located within the State of Georgia only and the attorneys' fees incurred in relation thereto. Notwithstanding any provision in this Assignment to the contrary, any reference hereto to attorney's fees or reasonable attorneys' fees shall be deemed to refer to attorneys' fees and expenses actually incurred and reasonable in amount, and the provisions of the Official Code of Georgia Annotated §13-1-11 shall not apply with respect to the determination of such attorneys' fees.

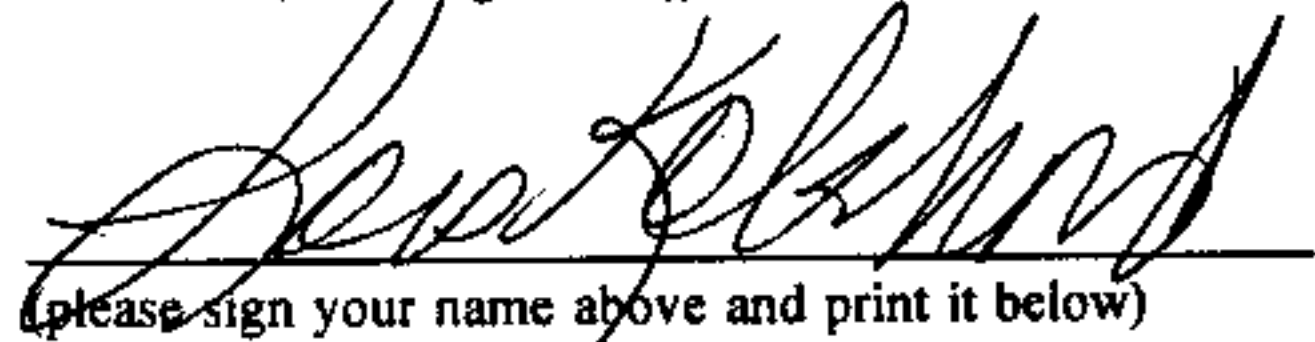
18. **Miscellaneous.** This Assignment shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of Trustee and its successors, transferees and assigns, and all parties who may become Noteholders. This Assignment is made and executed under and shall in all respects be governed and enforced by and construed in accordance with the laws of the State of Florida, including without limitation matters of construction, validity and performance. Each party acknowledges that it has reviewed this Assignment, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment. In the event any terms or provisions of this Assignment are held invalid or unenforceable, the remaining terms and conditions of this Assignment shall continue to be fully enforceable without change, and this Assignment shall be interpreted as if the invalid or unenforceable provision had not been a part hereof.

IN WITNESS WHEREOF, Borrower has executed or caused this Assignment to be executed by their duly authorized agents.

Executed and delivered
in the presence of:


(please sign your name above and print it below)

DEBORAH L. LONG
(In Georgia--Unofficial Witness)


(please sign your name above and print it below)

LOIS KOLKHORST
(In Georgia--Notary Witness)

SUNSHINE-JR. STORES, INC.,
a Florida corporation

By: 
RON M. SHOUSE

Its: President

ATTEST:

By: 
JOHN D. MERCER

Its: Secretary

(AFFIX CORPORATE SEAL)

Address: 109 West 5th Street

Panama City, FL 32401

STATE OF FLORIDA

COUNTY OF BAY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that RON M. SHOUSE and JOHN D. MERCER, who executed the foregoing instrument, respectively as the President and Secretary of Sunshine-Jr. Stores, Inc., a Florida corporation, personally appeared before me within my jurisdiction and acknowledged, that, being informed of the contents of said instrument, they, in their capacities as such officers and with full authority from the corporation, did execute the foregoing instrument on behalf of said corporation and as its act and deed. The said RON M. SHOUSE and JOHN D. MERCER are personally known to me.


(please sign your name above and print it below)

(NOTARY SEAL)

LOIS KOLKHORST
I AM A NOTARY PUBLIC IN AND FOR
THE STATE OF FLORIDA

My commission expires:

Lois Kolkhorst
Notary Public - State of Florida
Commission Expires Jan. 30, 1995
Commission Number CC080172

EXHIBIT "A"

[Descriptions of Collaterally Assigned Leases and Premises]

STORE NO. 224

Lease from E. Ted Taylor and wife, Melanie W. Taylor, dated March 22, 1974, as assigned by Assignment of Lease to Ercille W. Pearson dated January 11, 1979, as extended and renewed by Extension or Renewal of Lease from Frances Pearson Bowles, as a beneficiary under the last Will and Testament of Ercille Willett Pearson, deceased, dated August 6, 1984, as further extended and renewed by Extension or Renewal of Lease by Frances Pearson Bowles dated June 9, 1989, and Landlord's Consent to Mortgage and Security Agreement dated August 5, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 224

Legaldesc: Commencing at the northwest corner of Sixth and Upper Kingston Streets in the City of Prattville; thence N85 degrees-00'W, 178.67 feet, along Sixth Street to the point of beginning; thence N30 degrees-00'W, 131.0 feet; thence N25 degrees-00'W, 104.94 feet; thence S65 degrees-00'W, 60.1 feet; thence S17 degrees-00'E, 187.0 feet to the north side of Sixth Street; thence S85 degrees-00'E, along said street, 111.2 feet to the point of beginning. Said lot lying in the City of Prattville, Autauga County, Alabama.

STORE NO. 382

Lease from Ercille W. Pearson, dated May 6, 1980, as modified by Supplement to Lease dated August 4, 1980 and Extension or Renewal of Lease dated July 9, 1990 and by Landlord's Consent to Mortgage and Security Agreement dated August 5, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 382

Legaldesc: The East 115 feet of Lots #9, #10, and #11, of Block #6 of the Town of Autaugaville, Alabama.

STORE NO. 95

Lease from Alfred F. Webb and wife, Inez K. Webb, dated February 2, 1982, as modified by Supplement to Lease dated May 10, 1982, and as extended and renewed by Extension or Renewal of Lease dated April 2, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 95

Legal Desc: Begin at the intersection of the Extension of the Westerly right-of-way of U.S. Hwy. 98 and the Extension of the Northerly right-of-way of Baldwin County Road #64 (Belforest Road) from said point run N 89 degrees 59'51"W along North right-of-way of Baldwin County Road #64, a distance of 49.45' to an iron pipe which is point of beginning of parcel to be leased; thence run N 44 degrees 37'33"E, a distance of 70.44 feet to an iron pipe; thence run N 00 degrees 40'W along the Westerly right-of-way of U.S. Hwy. 98, 55 feet; thence run N 89 degrees 59'51"W, a distance of 203.1 feet; thence run S 00 degrees 38'06"E, a distance of 105 feet to an iron pipe; thence run S 89 degrees 59'51"E, a distance of 153.30 feet to point of beginning. Said property being in Town of Daphne, Baldwin County, Alabama, and containing 0.50 acres, more or less.

STORE NO. 397

Lease from Dempsey Boyd and wife, Frances S. Boyd, c/o Boyd Brothers, dated August 19, 1980, modified by Assignment of Lessee's Interest in Rents on September 16, 1980, and by Supplement to Lease dated December 2, 1980, amended by Amendment to Lease dated March 2, 1981, extended and renewed by Extension or Renewal of Lease dated December 3, 1990 (collectively the "Lease"), which demises the premises described as follows:

Store: 397

Legal Desc: Commencing at the intersection of the right-of-way projections of the West right-of-way of U.S. 431 South and the South right-of-way of Alabama Hwy. #30; thence S06 degrees-30'W, 100 feet to an iron pipe, the point of beginning; thence S06 degrees-30'W along the right-of-way of U.S. 431, a distance of 55 feet to a point; thence S88 degrees-55'W, a distance of 210 feet, more or less, to a point; thence North 02 degrees-39'E, a distance of 155 feet, more or less, to the South right-of-way of Alabama Hwy. #30; thence N87 degrees-55'E along said right-of-way, a distance of 125 feet to a concrete highway marker; thence S43 degrees-05'E, a distance of 131 feet to the point of beginning. Said property being in Barbour County, Alabama, and containing 0.57 acre, more or less. Lessor gives an easement for ingress and egress to property to be leased, and to any other tenants of Lessor; said easement located at Southeast corner of described property to coincide with crossover to be constructed by Alabama Highway Department. Said easement to have dimensions of 40 feet, more or less, along right-of-way of U.S. 431, and have a depth of 30 feet, more or less.

STORE NO. 154

Lease from Paul McCrary, Jr., dated August 14, 1992, and Landlord's Consent to Mortgage and Security Agreement dated August 14, 1992 (collectively the "Lease"), which demises the premises described as follows:

Beginning at joint lot line of Belcher Truck & Tractor Company and Paul McCrary lot and East right-of-way of U.S. Hwy. #82; thence in an Easterly direction along said lot line a distance of 135 feet; thence North along a line perpendicular to said joint lot line a distance of 100 feet; thence in a Westerly direction along a line parallel to said joint lot line a distance of 158 feet, more or less, to the right-of-way line of U.S. Hwy. #82; thence in a Southerly direction along said right-of-way line a distance of 100 feet, more or less, to the point of beginning; said property lying in the SW 1/4 of the SW 1/4 of Section 25, Township 23, Range 9 East, in the town of Centreville, Bibb County, Alabama.

STORE NO. 156

Lease from Luther Duke and Wife, Christeen Duke, dated August 24, 1992 (the "Lease"), which demises the premises described as follows:

All of Lots No. 5 and 6 and parts of Lots No. 4, 7, and 8, owned by Luther Duke and wife, Christeen Duke, in Parcel 'A' of the J.R. Hedrick Subdivision, a plat of which is recorded in Map Book 2, Page 4 in the Office of Judge of Probate, Chambers County, Alabama, said property is located in the SW 1/4 of Section 34, Township 22 North, Range 28 East, Chambers County, Alabama.

STORE NO. 210

Lease from Marvin O. Merritt and wife, Betty R. Merritt, dated September 21, 1992 , (the "Lease"), which demises the premises described as follows:

Store: 210

Legal Desc: Lots 11, 12, 13, 14, and 15, more or less of Block #1, Town of Gilbertown, South, according to the plat of Gilbertown South, which appears in Town Plat Book #1, a copy of which is recorded in Deed Book #12, page 105, in the Office of Judge of Probate of Choctaw County, Alabama.

LEASE NO. 314

Lease from C.H. Roberts and wife, Susie Roberts, dated August 30, 1977, modified by Addendum to Lease on September 15, 1977, extended and renewed by Extension or Renewal of Lease (undated) and by Extension or Renewal of Lease dated August 10, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 314

Legal Desc: From the Northwest corner of Section 6, Township 9 North, Range 3 West, run N 85 degrees 55'E, for a distance of 680 feet; thence run Southerly along the West margin of Ala. Hwy. #17 a distance of 253.17 feet to an iron pipe for point of beginning. From said point of beginning run S 8 degrees W along West right of way of Ala. Hwy. #17, a distance of 42.3 feet to an iron pipe; thence S 51 degrees 45'W along the Northwest turnout of Ala. Hwy. #17, to U.S. Hwy. #84, a distance of 75.5 feet to an iron pipe; thence N 82 degrees West, a distance of 73.0 feet to an iron pipe; thence N 8 degrees East, a distance of 96.9 feet to an iron pipe; thence S 82 degrees East, a distance of 125 feet to point of beginning, and containing 0.25 acre, more or less. Said property located in Choctaw County, Alabama. Commencing at the point where the center line of U.S. Hwy. 84 crosses the West right-of-way line of Ala. Hwy. 17; thence West along the center line of U.S. Hwy. 84 for a distance of 125 feet; thence North to the Southern boundary line of that lot owned by the Black Warrior Electric Membership Corporation; thence East along the Southern boundary line of said lot owned by the Black Warrior Electric Membership Corporation to the West right-of-way line of Ala. Hwy. 17; thence South along said Western right-of-way of said Ala. Hwy. 17 to point of commencement; being in Section 6, Township 9 North, Range 3 West, Choctaw County, Alabama, recorded the 6th day of September 1977, in deed book 200, at page 476.

STORE NO. 324

Lease from James F. Stephens and wife, Mary K. Stephens, dated March 29, 1978, as modified by Addendum to Ground Lease dated May 30, 1978, and as modified by Supplement to Lease dated July 5, 1978, and extended by Extension or Renewal of Lease dated March 16, 1988, and again extended by Extension or Renewal of Lease dated May 25, 1993, and as modified by Addendum to Lease dated May 25, 1993, (collectively the "Lease"), which demises the premises described as follows:

Store: 324

Legal Desc: A lot or parcel of land located in the City of Enterprise, Coffee County, Alabama, and being more particularly described as follows: Commencing at a Highway Marker 194+35 on the Southerly right-of-way line of Enterprise Circle (U.S. Highway 84 By-Pass); thence N 76 degrees 25'E along the Southerly right-of-way line of said Enterprise Circle (U.S. Highway 84 By-Pass) 793.1 feet to the Point of Beginning; thence S 36 degrees 20'W 138.25 feet to a point; thence S 52 degrees 05'E 105.2 feet to a point on the Westerly right-of-way of Dauphin Street Extension; thence N 36 degrees 12'E along the Westerly right-of-way of said street 150 feet to a point; thence N 52 degrees 05'W 95.2 feet to a point; thence S 76 degrees 25'W 15 feet along the Southerly right-of-way of Enterprise Circle (U.S. Highway 84 By-Pass) to the Point of Beginning. Said property being located in the Northwest Quarter of the Southwest Quarter, Section 9, Township 4 North, Range 22 East, and containing .360 acres, more or less. It is agreed that the parking area and driveways may be used jointly by other tenants of the Lessor for ingress and egress to adjacent properties.

STORE NO. 178

Lease from Frank Chavers and wife, JoAnne Chavers, dated November 19, 1992 (the "Lease"), which demises the premises described as follows:

Store: 178

Legal Desc: Commencing at a point where the East right-of-way line of North Main Street intersects the North right-of-way line of U.S. Hwy. 31; thence run in a Northeasterly direction along the North right-of-way line of U.S. Hwy. 31, 179.2 feet to an iron pipe and the Southeast corner of the A.T. Bell lot for a point of beginning; thence continue in a Northeasterly direction along the North right-of-way line of U.S. Hwy. 31, 100.0 feet to an iron pipe; thence turn an angle of 90 degrees to the left from the last described point and run 132 feet, more or less, to an iron pipe; thence turn an angle of 91 degrees and 53 minutes to the left and run 85 feet; more or less, to an iron pipe and the Northeast corner of the A.T. Bell lot; thence run in a Southeasterly direction along the East boundary line of the A.T. Bell lot 128.9 feet to the point of beginning. Said lot lying and being in the Northwest Quarter of Northeast Quarter of Section 3, Township 5 North, Range 11 East, in the City of Evergreen, Conecuh County, Alabama.

STORE NO. 236

Lease from Luther Croley and wife, Mary Croley, dated October 31, 1974, as modified by Agreement dated July 13, 1975, and extended by agreement dated May 24, 1985, and again extended by agreement dated August 24, 1990, (collectively the "Lease"), which demises the premises described as follows:

Store: 236

Legal Desc: Beginning at the intersection of the South right-of-way of U.S. Highway 31, thence Southerly along East right-of-way of U.S. 31 a distance of 100 feet to a point; thence Easterly along a line parallel to South right-of-way of Azalea Avenue a distance of 150 feet to a point; thence Northerly along a line parallel to East right-of-way of U.S. Hwy. 31 a distance of 100 feet to a point on South right-of-way of Azalea Avenue; thence Westerly along South right-of-way of Azalea Avenue a distance of 150 feet to point of beginning. Said property being in Town of Castleberry, Conecuh County, Alabama, and is owned by Luther and Mary Croley.

STORE NO. 91 .

Lease from Quenton Stanford, dated February 4, 1992 (the "Lease"), which demises the premises described as follows:

Store: 91

Legal Desc: The North 100 feet of Lot B in Oates Street Subdivision as recorded in Plat Book 1, Page 241, in the Office of the Probate Judge, Ozark, Dale County, Alabama.

STORE NO. 239

Lease from Charles L. Weston and wife, Almeda P. Weston, dated March 1, 1994 (the "Lease"), which demises the premises described as follows:

Store: 239

Legaldesc: Lot No. 3 in Ariton, Alabama, beginning at a stob and running South on Geneva and Clayton Road one hundred and five feet to lands now or formerly owned by C.D. Delony; thence East two hundred and ten feet to a stob; thence North one hundred five feet to a stob; thence West two hundred and ten feet to a stob of commencement, being a portion of SW 1/4 of NW 1/4 Section 11, T7, R23, Dale County, Alabama, and being the property conveyed by J.C. Barnes and M.C. Barnes to T.G. Pritchett by deed recorded in Deed Book B21, page 502, Probate records of Dale County, Alabama, and being the same property conveyed by Ellie Pritchett, a widow, et al. to Billy C. Herring and wife, Brenda S. Herring, by deed dated March 6, 1972 and recorded in Deed Book 049, page 535, aforesaid records.

LEASE NO. 298

Lease from Deans E. Barber, Jr. and wife, Margy M. Barber, dated December 10, 1976, as amended by Supplement to Lease dated May 13, 1977, extended and renewed by Extension or Renewal of Lease dated March 9, 1987, further extended and renewed by Extension or Renewal of Lease (undated), and by Landlord's Consent to Mortgage and Security Agreement dated August 12, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 298

Legal Desc: Commencing at a point formed by the intersection of the South right of way of Old Orrville Road, and the East right of way of Vaughan Memorial Drive, said point being the Northwest corner of Lot 6, Valley Farms Subdivision, as shown in Map Book 1, Page 114 of Dallas County, Alabama; thence run N69 degrees-58'E, along the South right of way of Old Orrville Road, a distance of 279.4 feet, more or less, to the point of beginning of property to be leased. Thence continue N69 degrees-58'E along the South right of way of Old Orrville Road, a distance of 364 feet, more or less, to a point; thence run S52 degrees-48'E along the North right of way of the L & N Railroad, a distance of 381 feet, more or less; thence N19 degrees-42'W, a distance of 110.3 feet to point of beginning. Said lot contains 0.46 acres, more or less, and lies in the Southeast Quarter of Section 34, Township 17 North, Range 10 East, Dallas County, Alabama.

STORE NO. 104

Lease from Edwin W. Ray & Jeanette S. Ray dated August 1, 1970, as extended by agreement dated June 2, 1980, and extended by Extension or Renewal of Lease dated August 2, 1985 and extended by Extension or Renewal of Lease from W.J. Justice, dated November 19, 1990, and by the Lease from W. J. Justice dated August 5, 1992 (collectively the "Lease"), which demises the premises described as follows:

The East 135 feet of Lots 29, 30, and 31 and the East 135 feet of the South three feet of Lot 32, in Block E of Greenlawn Addition to the City of Atmore, Alabama. This property has a frontage of 135 feet on Church Street and a depth of 78 feet along 8th Avenue.

STORE NO. 247

Lease from Wyman Vick, Sr. and wife, Louise B. Vick, dated June 11, 1975, as extended by agreement dated August 9, 1985, and by agreement dated October 18, 1990 (collectively the "Lease"), which demises the premises described as follows:

Store: 247

Legaldesc: Commence at the point where the South Margin of the Greensboro By-Pass intersects the North line of the NE 1/4 of Section 20, Township 20 of Range 5 East in the City of Greensboro, and run thence Southeasterly along the South margin of said highway 419.7 feet to a point for the point of beginning of the property hereby described and conveyed which is marked by an iron pin, (which point of beginning is the Northeast corner of a lot conveyed by deed to Clarke Gas Appliance Co., Inc. by Lewis J. Lawson, Jr. which said point is the Northeast corner of the building occupied by Crawford's Egg Service: From said point of beginning run at right angles southerly, along the East wall of said building and a continuation thereof 140 feet, more or less, to a point, thence at right angles easterly 100 feet, more or less, to a point, and which said point is on West margin of a street; thence at right angles northerly 140 feet, more or less, along West margin of said street to a point marked by an iron pin and which said iron pin is located on South margin of said highway; thence at right angles Westerly 100 feet, more or less, along the South margin of said highway, to the point of beginning.

Hale County, Alabama

STORE NO. 69

Lease from Realty Leasing Corporation dated March 14, 1972, as extended by Extension or Renewal of Lease dated February 13, 1984 (collectively the "Lease"), which demises the premises described as follows:

Store: 69

Legal Desc: Beginning at the intersection of East Church Street and Cable Street and running in a Southerly direction parallel to Cable Street for a distance of 150 feet; thence running Eastward parallel to East Church Street to the Gilmore property; thence Northerly along said Gilmore property for a distance of 150 feet to the right-of-way of East Church Street; thence Westward along East Church Street 196 feet to the point of beginning; said property being situated in Headland, Henry County, Alabama; together with all improvements thereon.

STORE NO. 354

Lease from Bill Hart dated July 27, 1992, (the "Lease"), which demises the premises described as follows:

Store: 354

Legal desc: Commencing at a point where the West line of the SW1/4 of the SE1/4, Section 16, T3N, R26E, Houston County, Alabama, intersects the North ROW of Flowers Chapel Road, proceed in an Easterly direction along said ROW a distance of 349.31 feet to the point of beginning; thence N 87 degrees 59'45"E a distance of 120 feet, more or less; thence N 3 degrees 59'45"W a distance of 177 feet, more or less, to the South ROW of U.S. Hwy. #84; thence N 69 degrees 29'W a distance of 100 feet; thence S 9 degrees 43'55' W a distance of 219.31 feet to the point of beginning. Said land lying in and being a part of the SW1/4 of the SE1/4, Section 16, T3N, R26E, City of Dothan, Houston County, Alabama, and containing 0.5 acre, more or less. It is agreed and understood that use of driveway to Flowers Chapel Road is for access only. There will be no parking in that area.

STORE NO. 359

Lease from Alex H. Speigner and wife, Kathryn H. Speigner, dated March 5, 1980, as modified by agreement dated June 2, 1980, and by Supplement to Lease dated September 8, 1980, as extended by agreement dated August 14, 1990 (collectively the "Lease"), which demises the premises described as follows:

Store: 359

Legal Desc: Commence at the intersection of the Westerly right-of-way of Ross Clark Circle and the Southerly right-of-way of Fortner Street; thence Southwesterly along the Southerly right-of-way of Fortner Street, a distance of 160 feet; thence Southerly along a line parallel to the Westerly right-of-way of Ross Clark Circle, a distance of 110 feet; thence Northeasterly along a line parallel to the Southerly right-of-way of Fortner Street, a distance of 160 feet to a point on the Westerly right-of-way of Ross Clark Circle; thence Northwesterly along said right-of-way, a distance of 110 feet to point of beginning. Said property being part of Section 27, Township 3 North, Range 26 East, City of Dothan, Houston County, Alabama; containing 0.40 acres, more or less.

STORE NO. 389

Lease from James H. Lamb and wife, Bobby Jean Lamb, dated November 8, 1979, and by Supplement to Lease dated February 23, 1980, (collectively the "Lease"), which demises the premises described as follows:

Store: 389

Legal Desc: Beginning at the intersection of the North line of Cottonwood City Cemetery and the Westerly right-of-way line of Jewell Street; thence Northeasterly along Westerly right-of-way line of Jewell Street, a distance of 375 feet to a point; said point to be point of beginning of property to be leased; thence Southwesterly along said Westerly right-of-way of Jewell Street, a distance of 180 feet to a point; thence Westerly along a line parallel to the North property line of Cottonwood City Cemetery, a distance of 110 feet, more or less, to the Easterly right-of-way of Old Cook Street A/S/A Sealy Springs Road; thence Northeasterly along the Easterly right-of-way of Old Cook Street, a distance of 210 feet, more or less, to a point; thence Southeasterly a distance of 50 feet to the point of beginning. Said property being part of parcel 11, Section 23, Township 1 North, Range 27 East, in the City of Cottonwood, Houston County, Alabama, and containing 0.34 acres, more or less.

STORE NO. 248

Lease from Wyman Vick, Sr. and wife, Louise B. Vick, dated May 30, 1975, as amended by Extension or Renewal of Lease dated August 9, 1985, and by Extension or Renewal of Lease dated December 21, 1990 (collectively the "Lease"), which demises the premises described as follows:

Store: 248

Legal Desc: Lots 4 and 5 of Block 5 of the Hodo Addition to the Town of Millport, Alabama, as the map or plat appears of Record in the Office of the Judge of Probate of Lamar County, Alabama and being in Section 23, T17S, R15W.

STORE NO. 62

Lease from O'Mar, Inc., dated February 2, 1989, as modified by Supplement to Lease dated March 13, 1989, (collectively the "Lease"), which demises the premises described as follows:

Store: 62

Legaldesc: Commencing at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 2, T5S-R3W, Mobile County, Alabama, run West 390.3 feet to a point on the East right of way line of Dawes Road (60 foot right of way), thence run Southwestwardly along said East right of way line of Dawes Road 1093.30 feet to the Southwest corner of Lot 11, Airport Manor, according to plat recorded in Map Book 9, Page 275 of the records in the office of the Judge of Probate Court of Mobile County, Alabama, said point being the point of beginning of the property herein described, thence along the South boundary of said Lot 11 run S 84 degrees 39'11" E 232.48 feet to the Southeast corner of said Lot 11; thence run S 01 degree 27'30" E 190.32 feet to a point on the North right of way line of Cottage Hill Road; thence along said North right of way line of Cottage Hill Road run S 89 degrees 26'21" W 260.80 feet to a point on the East right of way line of Dawes Road; thence along said East right of way line of Dawes Road run N 00 degrees 53' W 91.30 feet to a point; thence continuing along said East right of way line of Dawes Road run N 11 degrees 54' E 125.78 feet to the point of beginning. Containing 51,175 square feet.

STORE NO. 63

Lease from O'Mar, Inc., dated April 19, 1989, as modified by Supplement to Lease dated September 26, 1989, (collectively the "Lease"), which demises the premises described as follows:

Store: 63

Legal Desc: Commencing at the Northwest corner of Section 15, Township 5 South, Range 2 West, Mobile County, Alabama, run South 00 degrees 22 minutes 50 seconds West along the West line of said Section 15, a distance of 40.0 feet to a point on the South right of way line of Girby Road; thence along said South line of Girby Road run North 89 degrees 29 minutes 10 seconds East 1541.09 feet to a point; thence continuing along said South line of Girby Road run South 00 degrees 30 minutes 50 seconds East 10.0 feet to a point; thence continuing along said South line of Girby Road run North 89 degrees 29 minutes 10 seconds East 300.00 feet to a point; thence continuing along said South line of Girby Road run North 00 degrees 30 minutes 50 seconds West 10.0 feet to a point; thence continuing along said South line of Girby Road run North 89 degrees 29 minutes 10 seconds East 135.0 feet to its intersection with the East right of way line of Arrington Drive; said point being the point of beginning of the property herein described; thence continuing North 89 degrees 29 minutes 10 seconds East along said South line of Girby Road run 224.56 feet to the intersection with the Southwest right of way line of Knollwood Drive; thence along said Southwest line of Knollwood Drive run South 60 degrees 19 minutes 45 seconds East 82.55 feet to a point; thence continuing along said Southwest line of Knollwood Drive run South 13 degrees 59 minutes 11 seconds West 5.35 feet to a point on the North boundary of Lansdowne Subdivision, Unit Two, as recorded in Map Book 25, Page 57 of the Probate Court Records, Mobile County, Alabama; thence along said North boundary of Lansdowne Subdivision, Unit Two, run South 13 degrees 59 minutes 11 seconds West 130.19 feet to a point; thence continuing along said North line of Lansdowne Subdivision, Unit Two, run South 89 degrees 38 minutes 29 seconds West 200.08 feet to the Northeast corner of Vista Ridge, Unit Three, as recorded in Map Book 37, Page 80 of the Probate Court Records, Mobile County, Alabama; thence along the North boundary of said Vista Ridge, Unit Three, run South 89 degrees 29 minutes 10 seconds West 124.59 feet to a point on the aforementioned East right of way line of Arrington Drive; said point being on the arc of a 217.28 foot radius curve concave Westwardly; thence along said East line of Arrington Drive run Northwardly along said arc of curve 129.76 feet to the P.T. of said curve; thence continuing along said East line of Arrington Drive run North 00 degrees 30 minutes 50 seconds West 25.0 feet to the P.C. of a curve to the right having a central angle of 90 degrees 00 minutes and a radius of 25 feet; thence continuing along said East line of Arrington Drive run Northeastwardly along the arc of said curve 39.27 feet to the point of beginning. Containing 1.216 acres, more or less.

STORE NO. 112

Lease from LL & T Property Ltd., dated June 17, 1988, as modified by Supplement to Lease, dated October __, 1994, (collectively the "Lease"), which demises the premises described as follows:

Store: 112

Legal Desc: Beginning at the intersection of the North line of Airport Boulevard and the West line of Section 27, Township 4 South, Range 3 West, Mobile County, Alabama, run thence North 00 degrees 34'16" West along said West line 231.21 feet to a point, thence North 81 degrees 11'12" East along the West line of Snow Road 175.75 feet to a point, thence South 37 degrees 38'46" West 83.25 feet to a point, thence South 83 degrees 34'52" West along the North line of Airport Boulevard 149.67 feet to the point of beginning.

STORE NO. 147

Lease from LL & T Property Ltd., an Alabama Limited Partnership, dated June 17, 1988, as amended by Supplement to Lease dated (undated) (collectively the "Lease"), which demises the premises described as follows:

PARCEL 'A' From the Northwest corner of the Northeast Quarter of Section 25, Township 6 South, Range 4 West, Mobile County, Alabama, run thence South 00 degrees 17 minutes 30 seconds East 150.00 feet to a point, thence South 89 degrees 39 minutes 52 seconds East 40.00 feet to a point on the East line of the Grand Bay Wilmer Road for the point of beginning of the property herein described, thence continue South 89 degrees 39 minutes 52 seconds East 300.00 feet to a point, thence South 00 degrees 17 minutes 30 seconds East 189.68 feet to a point, thence North 89 degrees 38 minutes 13 seconds West 300.00 feet to a point, thence North 00 degrees 17 minutes 30 seconds West along the East line of the Grand Bay Wilmer Road 189.54 feet to the point of beginning. PARCEL 'B' From the Northwest corner of the Northeast Quarter of Section 25, Township 6 South, Range 4 West, Mobile County, Alabama, run thence South 00 degrees 17 minutes 30 seconds East 150.00 feet to a point, thence South 89 degrees 39 minutes 52 seconds East 40.00 feet to a point, thence South 00 degrees 17 minutes 30 seconds East along the East line of the Grand Bay Wilmer Road 249.54 feet to the point of beginning of the property herein described; thence continue South 00 degrees 17 minutes 30 seconds East 156.64 feet to a point, thence South 40 degrees 17 minutes East 57.14 feet to a point thence South 89 degrees 38 minutes 13 seconds East 263.28 feet to a point, thence North 00 degrees 17 minutes 30 seconds West 200.00 feet to a point, thence North 89 degrees 38 minutes 13 seconds West 300.00 feet to the point of beginning.

STORE NO. 157

Lease from Young Charles Earle, Jr., and wife, Patricia R. Earle, dated September 26, 1972, and extended by agreement from Helen E. Stukenholtz, dated April 29, 1983, and again extended by agreement dated June 7, 1988, as amended by First Amendment to Jr. Store #157 Lease Agreement, dated June 25, 1993 (collectively the "Lease"), which demises the premises described as follows:

The East 300 feet of Lot 5 in Purvis First Addition to Bayou La Batre, according to plat thereof recorded in Map Book 9, Page 109 of the records in the office of the Judge of Probate, Mobile County, Alabama, and being more particularly described as follows: Beginning at the Northeast corner of said Lot 5; thence run North 85 degrees 59 minutes West along the North line of said Lot, 300 feet to a point; thence run South 2 degrees 34 minutes East and parallel the West right of way line of the Bayou La Batre - Irvington Road 97.5 feet, more or less, to a point on the South line of said Lot 5, thence run South 85 degrees 36 minutes East and along said South line, 300 feet to a point on the West line of the Bayou La Batre - Irvington Road; thence run North 2 degrees 34 minutes West along said West line 100 feet to the place of beginning.

STORE NO. 313

Lease from John B. Broadway and wife, Merle R. Broadway, William J. Puckett, Jr. and Deloris J. Puckett, dated September 23, 1977, as modified by Supplement to Lease dated January 3, 1978, and extended by Extension or Renewal of Lease dated July 6, 1987, and again extended by Extension or Renewal of Lease dated August 16, 1988, and again extended by Extension or Renewal of Lease dated December 10, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 313

Legal Desc: Commencing at the intersection of the South ROW line of Riverview Drive, ROW being 80 feet, and the West line of Block D, Bay View as recorded in Deed Book 138 N.S., pages 86-87, Probate Court Records, Mobile County, Alabama, thence S 89 degrees 41'E 173.23 feet along the South ROW line of Riverview Drive to the point of beginning of the property described herein, thence continuing S 89 degrees 41'E 158.88 feet along the South ROW line of Riverview Drive, thence S 42 degrees 12'30"E 81 feet along the South ROW line of Riverview Drive to the West ROW line of Dauphin Island Parkway (formerly Cedar Point Road), ROW being 60 feet, thence S 05 degrees 16'W 40 feet along the West ROW line of Dauphin Island Parkway, thence N 89 degrees 41'W 218.88 feet, thence N 05 degrees 16'E 100 feet to the South ROW line of Riverview Drive and the point of beginning, said described parcel being a portion of Lots 39 and 40, Block D, Bay View and being located in Section 7, T7S, R1W, Mobile County, Alabama.

STORE NO. 445

Lease from O'Mar, Inc., dated December 1, 1989, and modified by Supplement to Lease dated February 9, 1990 (collectively the "Lease"), which demises the premises described as follows:

Store: 445

Legal Desc: Lot One, Jr. Store Unit Two according to a plat thereof recorded in Map Book 45, Page 46. SUBJECT TO HOWEVER: 1. Easement granted American Telephone and Telegraph Company of Alabama by Chickasaw Realty Company by instrument dated May 14, 1948 and recorded in Deed Book 457, Page 187. 2. Easement for drainage ditch and back slope granted Mobile County by instrument recorded in Real Property Book 350, Page 694. (South Line) 3. 18 foot drainage easement along South line of property described above as reserved in deed from James C. Barrett, et al, to Sunshine-Jr. Stores, Inc. dated May 26, 1989 and recorded in Real Property Book 3433, Page 587.

Mobile County, Alabama

STORE NO. 174

Lease from William C. Forehand and wife, Jean M. Forehand, dated January 30, 1973, as assigned to The First National Bank of Montgomery, Alabama on May 25, 1973, as extended and renewed by Extension or Renewal of Lease from Don M. Martin and William E. Bryant dated August 9, 1985, further extended and renewed on December 7, 1990 by Extension or Renewal of Lease from Harold B. Bishop, as amended by Addendum to Lease by Harold Bishop dated (undated) (collectively the "Lease"), which demises the premises described as follows:

Store: 174

Legaldesc: Commencing at a point of the North side of Well Road 4033.85 feet North, 00 degrees 05' East from the Southwest corner of Section 21, Township 16 North, Range 17 East; thence North 67 degrees East a distance of 238.7 feet to the point of beginning; continue North 67 degrees East for a distance of 150 feet; thence turn North 30 degrees 2' West for a distance of 190 feet+-; thence turn South 33 degrees 45' West a distance of 150 feet+-; thence turn South 23 degrees 00' East 117 feet to point of beginning, said parcel embodying approximately 1/2 acre.

Montgomery County, Alabama

STORE NO. 243

Lease from Richard Walters, a single man, and Z. D. Vick, Jr. and wife, Elizabeth N. Vick, dated May 22, 1975, as amended by Extension or Renewal of Lease dated August 6, 1985, and amended by Addendum to Lease dated December 7, 1993, (collectively the "Lease"), which demises the premises described as follows:

Store: 243

Legal Desc: Beginning at a point where the Southerly R.O.W. line intersects the Westerly R.O.W line of Alabama Hwy. #17; thence in a Southwesterly direction along Southerly R.O.W. line of 3rd Avenue, a distance of 288.5' to a ditch; thence in a Southeasterly direction along said ditch a distance of 101', plus or minus, to point of beginning of property to be described; thence in a Northeasterly direction along a line parallel to the Southerly R.O.W. line of 3rd Avenue, a distance of 190', plus or minus, to the Westerly R.O.W. line of Alabama Hwy. #17; thence Southwesterly along said Westerly R.O.W. line, a distance of 250', plus or minus, to a ditch; thence in a Northwesterly direction along said ditch, a distance of 198.5' plus or minus, to point of beginning. Said property being in Aliceville, Pickens County, Alabama, and containing 0.43 acres, more or less.

STORE NO. 246

Lease from Wyman Vick, Sr. and wife, Louise B. Vick, dated May 30, 1975, as amended by Extension or Renewal of Lease dated August 9, 1985, and by Extension or Renewal of Lease dated September 28, 1990, (collectively the "Lease"), which demises the premises described as follows:

Store: 246

Legal Desc: Commencing at the intersection of the South boundary of Weir Street and the East boundary of Alabama Highway #17; thence Southerly along the East boundary of Highway #17 a distance of 229 feet; thence Easterly along a line parallel to Weir Street, a distance of 150 feet to property owned by Carrollton Improvement Association; thence Northerly along said property line and parallel to East right-of-way of Alabama Highway #17 a distance of 229 feet to South boundary of Weir Street; thence Westerly along South boundary of Weir Street a distance of 150 feet to point of beginning. Said property being part of the 'Tanyard Lot' and being located in the Town of Carrollton, Pickens County, Alabama.

STORE NO. 291

Lease from Victor Scott and wife, Charlene H. Scott, dated August 30, 1977, as amended by Supplement to Lease dated December 12, 1977, extended and renewed by Extension of Renewal of Lease from Scott-Long Realty, Inc. dated September 14, 1987, further extended and renewed by Extension or Renewal of Lease from Charlene H. Scott dated August 15, 1992 and by Landlord's Consent to Mortgage and Security Agreement from dated August 15, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 291

Legal Desc: Lot #2, Givhan Subdivision, Shelby County, Montevallo, Alabama.

STORE NO. 277

Lease from Neil Friday and wife, Carolyn Friday, dated May 6, 1976, as transferred and assigned by Transfer and Assignment of Leases to First National Bank of Tuscaloosa dated November 7, 1977, as extended and renewed by Extension or Renewal of Lease dated December 5, 1988 (collectively the "Lease"), which demises the premises described as follows:

Store: 277

Legal Desc: Commencing at a point on U.S. Hwy. #11 By-Pass, which is Station 563+50; thence Easterly along the Southeast ROW line of U.S. Hwy. #11, By-Pass, a distance of 30 feet, more or less, to point of beginning for property to be leased; thence continue along said ROW line, a distance of 143 feet, more or less, to a point; thence turn right 90 degrees, and run 133 feet to a point; thence turn right 90 degrees, and run 69 feet, more or less, to Alabama Power line; thence turn right 118 degrees 03', along Alabama Power line, and run 150 feet, more or less to point of beginning. Said property being in the SW 1/4 of NW 1/4 of Section 34, T21S, R9W, Tuscaloosa County, Alabama.

STORE NO. 306.

Lease from James L. Booth, Jr. and wife, Betty C. Booth and Roland Pugh and wife, Beverly D. Pugh, dated April 17, 1978, as modified by Supplement to Lease dated October 13, 1978 (collectively the "Lease"), which demises the premises described as follows:

Store: 306

Legal Desc: A part of the NW 1/4 NE 1/4 11-21-10 in Tuscaloosa County, being more particularly described as follows: Start at the NE corner of the NW 1/4 NE 1/4; thence run in a Westerly direction and along the North boundary of the NW 1/4 NE 1/4 for a distance of 1109.49' to a point; thence with a deflection angle of 93 degrees 42'21" to the left run in a Southerly direction for a distance of 210' to the point of beginning; thence with a deflection angle of 93 degrees 42'21" to the right, run in a Westerly direction for a distance of 162.08' to a point on the East boundary of the Watermelon Road, an 80' ROW; thence with a deflection angle of 92 degrees 55'37" to the left run in a Southerly direction and along the East boundary of the Watermelon Road for a distance of 90' to a point; thence with a deflection angle of 87 degrees 04'23" to the left run in an Easterly direction for a distance of 200.26' to a point; thence with a deflection angle of 92 degrees 55'37" to the left, run in a Northerly direction for a distance of 90' to a point; thence with a deflection angle of 87 degrees 04'23" to the left run in a Westerly direction for a distance of 38.18' to point of beginning.

STORE NO. 383

Lease from Neil Friday and wife, Carolyn Friday, dated January 19, 1981, and by Supplement to Lease dated July 27, 1981, and by Transfer and Assignment of Leases, dated August 13, 1981, as extended by agreement dated July 3, 1991 as amended by Transfer and Assignment of Leases dated November 13, 1992, and Statutory Warranty Deed dated November 13, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 383

Legal Desc: A parcel of land located in the SW 1/4 of the SE 1/4 of Section 3 and the NW 1/4 of the NE 1/4 of Section 10, all in Township 21 South, Range 11 West in Tuscaloosa County, Alabama, being more particularly described as follows: As a point of beginning start at the Northeast corner of said NW 1/4 of the NE 1/4 of Section 10; thence run in a Westerly direction and along the North boundary of said Section 10 for a distance of 65.0 feet to a point; thence with an interior angle of 271 degrees 46 minutes run in a Northerly direction for a distance of 18.44 feet to a point on the South Boundary of a 50 foot roadway; thence with an interior angle of 95 degrees 01 minutes run in a Westerly direction and along the South boundary of said roadway for a distance of 150.0 feet to a point; thence with an interior angle of 173 degrees 40 minutes continue in a Westerly direction and along the South boundary of said roadway for a distance of 31.67 feet, more or less, to point of beginning of parcel to be leased; thence continue along South boundary of said roadway 185 feet to a point; thence with an interior angle of 89 degrees 27 minutes run in a Southerly direction for a distance of 7.82 feet to a concrete monument; thence with an interior angle of 255 degrees 42 minutes run in a Southwesterly direction for a distance of 111.85 feet to a concrete monument, said point also being on the North boundary of U.S. Highway No. 82, said point being 125 feet from the center line thereof; thence with an interior angle of 45 degrees 51 minutes run in a Southeasterly direction and along the North boundary of said U.S. Highway No. 82 for a distance of 230 feet, more or less to a point; thence with an interior angle of 90 degrees run in a Northeasterly direction 185 feet, more or less, to point of beginning of parcel to be leased; said parcel containing 0.547 acres, more or less.

STORE NO. 387

Lease from Neil Friday and wife, Carolyn Friday, dated October 2, 1979, and by Supplement to Lease dated March 4, 1980, as modified by Agreement dated October 1, 1986, and extended by Agreement dated March 15, 1988 (collectively the "Lease"), which demises the premises described as follows:

Store: 387

Legaldesc: Lots Number 17, 18, 19, 20, 21, and 22 in Block 2 of Caffee Junction, a map or plat of which is recorded in Plat Book 3 on Page 67 in the Probate Office of Tuscaloosa County, AL; ALSO portion of the alley shown on said map of Caffee Junction between said Lots Numbered 17, 18, and 19 on the Southeast side of said alley and said Lots Numbered 21 and 22 on the Northwest side of said alley; ALSO the South Half (S 1/2) of the portion of Martaban Avenue lying along the Northern boundaries of said Lots 20, 19, 21, and 22 and the aforesaid alley as shown on the said map of Caffee Junction. Said lots, portion of vacated alley and portion of vacated Martaban Avenue all being more particularly described as follows: Start at the Northwest corner of the said Northeast Quarter of Northwest Quarter; thence Eastwardly along the North line of said Northeast Quarter of Northwest Quarter for a distance of 670.00 feet to a point; thence with a deflection angle of 88 degrees and 45 minutes to the right run in a Southerly direction for a distance of 15.00 feet to the point of beginning; thence continue Southwardly on the same line and the West line of said Lot 22, extended, for a distance of 120.00 feet to a point in center line of vacated alley; thence with an interior angle of 44 degrees and 30 minutes run in a Northeasterly direction along center line of said vacated alley for a distance of 12.00 feet to a point; thence with a deflection angle of 84 degrees and 45 minutes to the right run in a Southeasterly direction along the West line of said Lot 17, extended for a distance of 68.80 feet to a point on the Northwest boundary of the right-of-way of U.S. Highway No. 11, an 80 foot right-of-way; thence with an interior angle of 86 degrees and 25 minutes run in a Northeasterly direction and along the right-of-way of said highway. Said line being adjacent to and continuous with the Northwest right-of-way of said highway for a distance 186.19 feet to a point; thence with an interior angle of 55 degrees and 35 minutes run Westwardly and along the center line of Martaban Avenue, now vacated, as shown on recorded plat of Caffee Junction survey, Plat Book 3 at Page 67 in Probate Office of Tuscaloosa County, for a distance of 170.24 feet to the point of beginning.

LEASE NO. 356

Lease from James L. Adams and wife, Linda J. Adams, dated November 11, 1978, as modified by Supplement to Lease dated March 12, 1979, extended and renewed by Extension or Renewal of Lease dated January 12, 1989, and further extended by Extension or Renewal of Lease dated May 27, 1994, (collectively the "Lease"), which demises the premises described as follows:

Store: 356

Legal Desc: Lot #10, #11, #12, of Block #7 of Gulf Land Town Site Survey of Town of Millry, Washington County, Alabama, plus thirty (30) foot strip taken evenly off the North end of Lots #13, #14, and #15, of Block #7 of Gulf Land Town Site Survey of Town of Millry, Washington County, Alabama, lying on West side of Alabama Highway #29, now known as Alabama Highway #17.

STORE NO. 108

Lease from Wilcox Investment Company, Ltd., dated May 17, 1991,
(the "Lease"), which demises the premises described as follows:

Store: 108

Legal Desc: A parcel of land located on the South side of Clifton Street in the Town of Camden, Wilcox County, Alabama, more particularly described as follows: Beginning on the South side of Clifton Street where the property lines of McIntosh and Darwin (formerly Sheffield) intersect; thence running West 125 feet along Clifton Street; thence running South 125 feet parallel with the McIntosh property line; thence running East 125 feet parallel with Clifton Street; thence running North 125 feet along the property line to the point of beginning. Said property lies in the SW 1/4 of SW 1/4 of Section 20, Township 12 North, Range 8 East.

STORE NO. 249.

Lease from Wyman Vick, Sr. and wife, Louise B. Vick, dated August 11, 1975, as extended and renewed by Extension or Renewal of Lease dated January 31, 1986, as further extended and renewed by Extension or Renewal of Lease dated (undated), Landlord's Consent to Mortgage and Security Agreement dated August 7, 1992, and as amended by Addendum to Lease dated December 10, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 249

Legaldesc: Beginning at the Northwest corner of Southern Railroad lot in the Town of Pine Hill, Alabama; being further described as being 3,340.92 feet South and 304.12 feet West of the Northeast corner of Section 29, T12N, R5E, Wilcox County, Alabama; thence S73 degrees-45'W for 4.00 feet to the Southwest corner of the above lot being on the North R.O.W. of Alabama Highway No. 5; thence N3 degrees-00'W for 150.0 feet; thence N73 degrees 45'E for 100.0 feet; thence S3 degrees-00'E for 150.0 feet to the North R.O.W. of said highway; thence S73 degrees-45'W along said R.O.W. for 96.0 feet to the point of beginning; said tract lying and being in the NE 1/4 of the SE 1/4 of Section 29, T12N, R5E, and within the corporate limits of the Town of Pine Hill, Alabama; containing 0.34 acres, more or less.

Inst # 1994-20162

06/24/1994-20162
02:01 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
052 MCD 136.00