

This instrument was prepared by the attorney referenced below in consultation with counsel admitted to practice in the state in which the property is located, and should be returned to:

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Norcross, Georgia 30092

**MULTI-STATE MORTGAGE AND DEED OF TRUST AND SECURITY AGREEMENT
(ALABAMA, KENTUCKY, MISSISSIPPI AND TENNESSEE)**

by

**EZELL, L.L.C. (d/b/a EZELL ENTERPRISES in the State of Mississippi), E.E.E., L.L.C., W.C. EZELL, L.L.C.,
and J.C. EZELL, L.L.C., collectively, Grantor and Mortgagor**

in favor of

To KAY B. HOUSCH, ESQ. (TN) and DANNY CROTWELL, ESQ. (MS) collectively, Trustee

and

**BANK OF AMERICA, N.A. D/B/A NATIONSBANK, N.A.,
Mortgagee, Grantee and Beneficiary**

COLLATERAL IS OR MAY INCLUDE FIXTURES

**THIS DOCUMENT IS ONE OF TWENTY (20) ORIGINAL COUNTERPARTS, ONE ORIGINAL WILL
BE FILED IN EACH OF THE COUNTIES AND STATES LISTED BELOW**

COUNTY	STATE	ALLOCATED INDEBTEDNESS
Butler	AL	\$285,714.29
Colbert	AL	\$285,714.29
Cullman	AL	\$571,428.58
Jefferson	AL	\$571,428.58
Madison	AL	\$285,714.29
Montgomery	AL	\$857,142.87
Shelby	AL	\$571,428.58
Tuscaloosa	AL	\$571,428.58
Simpson	KY	\$285,714.14
Lamar	MS	\$285,714.29
Lauderdale	MS	\$285,714.29
Lee	MS	\$285,714.29
Coffee	TN	\$571,428.58
Cumberland	TN	\$285,714.29
Davidson	TN	\$2,285,714.32
Dickson	TN	\$285,714.29
Maury	TN	\$285,714.29
Putnam	TN	\$285,714.29
Rutherford	TN	\$571,428.58
Williamson	TN	\$285,714.29

Maximum principal indebtedness for Tennessee recording tax purposes is \$4,857,140.00, allocated among the above listed properties as set forth above.

This instrument is a Mortgage, Open-End Mortgage, Deed of Trust, Assignment, Assignment of Rents, Fixture Filing, Security Agreement, and Financing Statement. Notwithstanding anything to the contrary herein contained, (a) as to any property located in the States of Mississippi and Tennessee, this instrument is, inter alia, a deed of trust (b) as to any property located in the State of Kentucky, this instrument is, inter alia, a mortgage, and (c) as to any property located in the State of Alabama, this instrument is, inter alia, an open-end mortgage. THE TOTAL OUTSTANDING PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THIS INSTRUMENT SHALL NOT AT ANY ONE TIME EXCEED TEN MILLION DOLLARS (\$10,000,000.00). This instrument contains after-acquired property provisions and secures obligations containing provisions for changes in interest rates, extensions of time for payment and other modifications in the terms of the obligations. THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES, IT BEING CONTEMPLATED THAT GRANTOR MAY HEREAFTER BECOME INDEBTED TO THE LENDER IN A FURTHER SUM OR SUMS. THE COLLATERAL COVERED BY THIS INSTRUMENT INCLUDES FIXTURES.

The mailing address of Mortgagee (as hereinafter defined) is Bank of America, N.A., d/b/a NationsBank, N.A., Private Client Group, 600 Peachtree Street, NE, NationsBank Plaza, 11th Floor, Atlanta, Georgia 30308-2213.

Inst # 1999-32127

08/02/1999-32127
12:12 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

057 WMS 149.50

THIS MULTI-STATE MORTGAGE AND DEED OF TRUST AND SECURITY AGREEMENT (as the same may from time to time be extended, spread, split, consolidated, modified, restated and renewed, this "Mortgage") is made as July 29, 1999, by EZELL, L.L.C. (d/b/a EZELL ENTERPRISES in the State of Mississippi), E.E.E., L.L.C., W.C. EZELL, L.L.C., and J.C. EZELL, L.L.C., Nevada limited liability companies having their principal office at 108 West Hampton Place, Nashville, Tennessee 37205 to:

(i) the extent that the Mortgaged Property (as hereinafter defined) is located in the State of Tennessee, to KAY B. HOUSCH, ESQ., an individual having an address at 214 Second Avenue North, Nashville, Tennessee 37201;

(ii) to the extent that the Mortgaged Property is located in the State of Mississippi, to DANNY CROTWELL, ESQ., an individual having an address at 20 Eastgate Drive, Suite C, Brandon, Mississippi 39042, the trustees hereunder to the extent that this Mortgage operates as a deed of trust (collectively, "Trustee"), and

(iii) to and for the benefit of BANK OF AMERICA, N.A., D/B/A NATIONSBANK, N.A., a national banking association organized under the laws of the United States of America, having an address at Private Bank, 600 Peachtree Street, N.E., NationsBank Plaza 11th Floor, Atlanta, Georgia 30308-2213, being the mortgagee hereunder to the extent that this Mortgage operates as a mortgage, open-end mortgage and the beneficiary hereunder to the extent that this Mortgage operates as a deed of trust (the "Mortgagee").

WITNESSETH:

WHEREAS, Grantor has entered into that certain Loan Agreement (as same may be amended, modified, supplemented and/or restated from time to time, the "Loan Agreement") of even date herewith with Bank of America, N.A., d/b/a NationsBank, N.A. ("Lender")

WHEREAS, pursuant to the Loan Agreement and subject to the terms and conditions therein set forth, the Lender has agreed to make a Loan (as defined in the Loan Agreement) in the aggregate amount not to exceed at any time \$10,000,000.00; and

WHEREAS, to evidence such indebtedness Borrower has executed and delivered the Loan Agreement and will execute and deliver a Promissory Note, to the order of the Lender, pursuant to the Loan Agreement in the amount of \$10,000,000.00 (the "Note") having a maturity date of August 1, 2009; and

WHEREAS, the total indebtedness and liabilities to be secured by this Mortgage are all amounts payable and all other obligations of Grantor under the Loan under the Loan Agreement, under all documents executed pursuant to or in connection with the Loan Agreement, or under this Mortgage, including, but not limited to, the Interest Rate Agreement and Letters of Credits (as both are defined in the Loan Agreement) and all amounts due from S & E Aviation, LLC (all such indebtedness and/or such liabilities or the instruments evidencing same, as applicable, being herein collectively called the "Obligations"); and

WHEREAS, it has been agreed that the payment and performance of the Obligations shall be secured by a mortgage, open-end mortgage, deed of trust, assignment, assignment of rents, fixture filing, security agreement and financing statement, as applicable, of certain property as hereinafter identified.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the punctual payment by Grantor when due, whether at stated maturity, by acceleration or otherwise, of the Obligations and the performance and observance of all other covenants, obligations and liabilities of Grantor under this Mortgage, Grantor does hereby grant, bargain, sell, mortgage, warrant, convey, alien, remise, release, assign, transfer, set over, deliver, confirm and convey unto Trustee and/or Mortgagee, upon the terms and conditions of this Mortgage, with power of sale and right of entry as provided hereinbelow, each and all of the real properties described in the Granting Clauses herein (which, together with all other property located therein or described in the Granting Clauses herein is hereinafter collectively called the "Mortgaged Property").

GRANTING CLAUSES

ALL the estate, right, title and interest of Grantor in, to and under, or derived from the plots, pieces and parcels of land more particularly described in Exhibit A hereto (the "Land");

TOGETHER with the tenements, hereditaments, appurtenances and all the estates and rights of Grantor in and to the Land;

TOGETHER with all buildings and improvements now or hereafter located on the Land (hereinafter collectively referred to as the "Improvements") and all right, title and interest, if any, of Grantor in and to the streets, roads, sidewalks and alleys abutting the Land, and strips and gores within or adjoining the Land, the air space and right to use said air space above the Land and any transferable development or similar rights appurtenant thereto, all rights of ingress and egress by motor vehicles to parking facilities on or within the Land, all easements now or hereafter affecting the Land, royalties and all rights appertaining to the use and enjoyment of the Land, including alley, drainage, mineral, water, oil and gas rights;

TOGETHER with all fixtures and all appurtenances and additions thereto and substitutions or replacements thereof owned by Grantor and now or hereafter attached to the Premises (as hereinafter defined);

TOGETHER with all property, tangible and intangible, and all additions thereto and substitutions or replacements thereof owned by Grantor and now or hereinafter contained in, or used in connection with the Land or improvements or placed on any part thereof though not attached thereto, to the extent the same are trade fixtures or constitute real property in the state in which the Mortgaged Property is located (all of the foregoing, including the items hereinafter enumerated, collectively referred to as the "Equipment"), including, but not limited to, all removable window and floor coverings, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, cooking facilities, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures (the Land, together with the Improvements and the Equipment, are hereinafter collectively referred to as the "Premises");

TOGETHER with all leases, subleases, lettings and licenses of, and all other contracts, bonds and agreements, including, but not limited to, those certain leases described on Exhibit B attached hereto and made a part hereof affecting, the Premises or any part thereof now or hereafter entered into, and all amendments, modifications, supplements, additions, extensions and renewals thereof (all of the foregoing hereinafter collectively referred to as the "Tenant Leases"), and all right, title and interest of Grantor thereunder, including cash and securities deposited thereunder (as down payments, security deposits or otherwise), the right to receive and collect the rents, security deposits, income, proceeds, earnings, royalties, revenues, issues and profits payable thereunder and the rights to enforce, whether at law or in equity or by any other means, all provisions and options thereof or thereunder (all of the foregoing hereinafter collectively referred to as the "Rents") and the right to apply the same to the payment and performance of the Obligations;

TOGETHER with all rights, dividends and/or claims of any kind whatsoever relating to the Premises (including damage, secured, unsecured, lien, priority and administration claims); together with the right to take any action or file any papers or process in any court of competent jurisdiction, which may in the opinion of Mortgagee be necessary to preserve, protect, or enforce such rights or claims, including the filing of any proof of claim in any insolvency proceeding under any state, Federal or other laws and any rights, claims or awards accruing to or to be paid to Grantor in its capacity as landlord under any Tenant Leases;

TOGETHER with all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Grantor and relating to the Premises and all proceeds of the conversion, voluntary or involuntary, of the Premises into cash or liquidated claims, including proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Premises by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any easement therein, including awards for any change of grade of streets;

TOGETHER with all right, title and interest of Grantor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions, additional interests in and appurtenances to, any of the foregoing hereafter acquired by, or released to, Grantor or constructed, assembled or placed by Grantor on the Premises and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assemblage, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Grantor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Grantor and specifically described herein.

Notwithstanding anything to the contrary herein contained, in the state of Tennessee, the principal amount of indebtedness secured by this Mortgage shall be limited to \$4,857,140.00.

In Tennessee, the security for such indebtedness shall not be reduced by any prepayment or repayment thereof so long as any portion of such indebtedness shall remain unpaid and that portion of such indebtedness last remaining unpaid shall be deemed secured hereby.

Notwithstanding anything to the contrary herein contained,

(i) to the extent the Mortgaged Property is located in the State of Kentucky, this Mortgage shall be deemed to be and shall be enforceable as a mortgage, assignment, assignment of rents, fixture filing, security agreement and financing statement;

(ii) to the extent that the Mortgaged Property is located in any of the following states, this Mortgage shall be deemed to be and shall be enforceable as a deed of trust, assignment, assignment of rents, fixture filing, security agreement and financing statement: the states of Mississippi and Tennessee;

(iii) to the extent that the Mortgaged Property is located in the State of Alabama, this Mortgage shall be deemed to be and shall be enforceable as an open-end mortgage, assignment, assignment of rents, fixture filing, security agreement and financing statement;

Grantor further acknowledges and agrees with Mortgagee that Grantor has executed, in multiple counterparts, one form of security instrument for conveyance of real property interests to Mortgagee, containing alternative provisions with respect to the applicable states as set forth herein, which single form has been created for ease and consistency of negotiation, delivery, execution and interpretation as to the obligations of Grantor to Mortgagee hereunder and to the other parties named herein on account of the numerous parcels of property which are

conveyed under numerous counterparts of this Mortgage and on account of such numerous parcels being located in the variety of states set forth herein. Furthermore, for purposes of convenience, this instrument has been entitled a "Mortgage," and the foregoing has been done without any intent, design or desire that either this instrument or the rights of mortgagee hereunder shall in any way be construed or interpreted so as to impart to this Mortgage any provisions which are inapplicable to or diminish the rights and remedies which are expressly set forth herein as being available to Mortgagee in the specific states referenced herein.

Wherever herein contained, the phrase "Trustee and/or Mortgagee" or any similar phrase (1) shall be deemed to refer to Trustee for the benefit of Mortgagee, as beneficiary, to the extent the Mortgaged Property is located in any of the states listed in subsection (ii) above (except that, to the extent the Mortgaged Property is located in the State of Tennessee, with respect to personal property only, such phrases shall be deemed to refer to Mortgagee) and (2) shall be deemed to refer to Mortgagee to the extent the Mortgaged Property is located in any of the states listed in subsections (i), (iii) and (iv) above and Trustee shall have no rights, powers or obligations in those states. To the extent the Mortgaged Property is located in any of the states listed in subsection (ii) above, references to Mortgagee shall, if the context so requires, be deemed to be references to Mortgagee, as beneficiary.

To the extent that any of the Mortgaged Property constitutes "equipment" or "general intangibles" (as defined in the Uniform Commercial Code of the state in which the Mortgaged Property is located ("UCC") or personalty, goods, proceeds or other property in which a security interest may be created under the UCC, the foregoing grant to Mortgagee and/or Trustee is intended to be, and shall be, the grant of a security interest under the UCC, and with respect thereto Mortgagee and/or Trustee shall have, in addition to all rights and remedies provided herein and in the other Loan Documents (as defined in the Loan Agreement), all of the rights and remedies of a "secured party" under the UCC. To the extent permitted under applicable law, this Mortgage shall be deemed to be "security agreement" for purposes of the UCC.

HABENDUM CLAUSE

TO HAVE AND TO HOLD the Mortgaged Property unto Trustee and/or Mortgagee and their respective successors and assigns, forever.

ARTICLE I

Representations, Warranties and Covenants of Grantor

SECTION 1.01. Payment of Obligations. Grantor shall punctually pay when due, and timely perform, the Obligations.

SECTION 1.02. Legal Status, Authority and Other Matters. Grantor represents and warrants that it is a limited liability company duly organized and existing in good standing under the laws of the jurisdiction of its formation (as set forth on the first page hereof) and has the full power and authority to own the Mortgaged Property and carry out its business in the state in which the Mortgaged Property is located.

SECTION 1.03. Warranty of Title. Grantor warrants that it has good and marketable title to the Premises, free and clear of all liens, charges and encumbrances of every kind and character, subject only to the encumbrances set forth in that certain Affidavit of Title, Non-Foreign Certificate and I.R.S. 1099 Certificate given of even date herewith by Grantor to Mortgagee to induce Mortgagee to make the Loan ("Permitted Encumbrances"); Grantor has and will continue to have full power and lawful authority to encumber and convey the Premises as provided herein; Grantor owns and will continue to own all other Mortgaged Property free and clear of all liens, charges and encumbrances of every kind and character, subject only to Permitted Encumbrances; Grantor warrants that this Mortgage is and will continue to remain a valid and enforceable first mortgage lien on and security interest in the Mortgaged Property, subject only to Permitted Encumbrances. Grantor further covenants that it will preserve such title and will forever warrant and defend the title to the Mortgaged Property unto Trustee and Mortgagee against all lawful claims whatsoever and will forever warrant and defend the validity, enforceability and priority of the lien of this Mortgage against the claims of all persons and parties whomsoever.

Grantor covenants that it will, at Grantor's sole cost and expense and at the request of Trustee or Mortgagee, (i) promptly correct any defect or error which may be discovered in the Loan Documents, (ii) promptly execute, acknowledge and deliver, and record and re-record, file and re-file and register and re-register, any and all such instruments as Trustee or Mortgagee may require from time to time in order to carry out more effectively the purposes of this Mortgage and (iii) promptly furnish Trustee and Mortgagee with evidence satisfactory to Trustee and Mortgagee of every such recording, filing or registration.

SECTION 1.04. Operation and Maintenance.

(a) **Repair and Maintenance.** Grantor will or will cause South East Waffles, LLC to: (i) operate and maintain the Premises in good order, repair and operating condition, in accordance with its reasonable, prudent and customary practices for the repair, operation and maintenance of similar properties; (ii) promptly make all necessary repairs, restorations, renewals, replacements, additions and improvements thereto, interior and exterior, structural and nonstructural, foreseen and unforeseen, or otherwise necessary to insure that the same as part of the security under this Mortgage shall not in any way be diminished or impaired, subject to ordinary wear and tear; and (iii) not cause or allow the Premises to be misused, wasted or to deteriorate. Grantor shall have the right to alter the Premises provided that any and all alterations are performed in a good and workmanlike manner and in accordance with prudent business practices and as are required or approved by Waffle House, Inc. No part of the improvements

shall be removed or demolished, nor shall any new building, structure, facility or other improvement be constructed on the Land without Mortgagee's prior written consent in the case of each such removal, demolition or construction.

(b) Replacement of Equipment. Grantor will or cause South East Waffles, LLC to: (i) keep the Premises fully equipped in accordance with its reasonable, prudent and customary practices for the equipment of similar properties; (ii) replace all worn out or obsolete Equipment with fixtures or personal property comparable thereto when new; (iii) not, without Mortgagee's consent, remove any Equipment or other personal property from the Land or the Improvements unless Grantor replaces the same with an article of equal suitability and value when new, owned by Grantor free and clear of any lien or security interest (other than Permitted Encumbrances); provided that Grantor may make substitutions and replacements of equipment in the ordinary course of business consistent with its prudent, reasonable and customary business practices.

(c) Zoning; Title Matters. Grantor will not, without the prior written consent of Mortgagee, (i) initiate or support any zoning reclassification of the Premises or seek any variance under existing zoning ordinances applicable to the Premises which would adversely affect the value of the Premises, (ii) use or permit the use of the Premises in a manner which would result in such use becoming a non-conforming use under applicable zoning ordinances, (iii) modify, amend or terminate any of the Permitted Encumbrances, (iv) impose any restrictive covenants or encumbrances upon the Premises, (v) execute or file any subdivision plat affecting the Premises or consent to the annexation of the Premises to any municipality which would adversely affect the value of the Premises or (vi) permit or suffer the Premises to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement.

(d) Status of the Premises. (i) If the Premises are located in an area identified by the Secretary of Housing and Urban Development or a successor thereto as an area having special flood hazards pursuant to the terms of the National Flood Insurance Act of 1968, or the Flood Disaster Protection Act of 1973, as amended, or any successor law, Grantor will obtain and maintain insurance against damage or loss by flood on such basis and in such amounts as shall be required by Mortgagee; (ii) the Premises are served by all utilities required for the current use thereof, (iii) all streets necessary to serve the Premises for the current use thereof have been completed and are serviceable and have been dedicated or accepted by the appropriate governmental entities and Grantor has access from public roads to the Premises; and (iv) as of the date hereof the Premises is free from damage caused by fire, explosion, accident, drought, storm, hail, earthquake, embargo, act of God or of a public enemy or any other casualty (whether or not covered by insurance) that materially and adversely affects the Premises.

(e) Use. Grantor will cause the Premises to be used for substantially the same use as in effect on the date hereof (being the operation of a Waffle House Restaurant) and for no other use unless consented to in writing by Mortgagee.

(f) Notice of Impairment. Grantor shall give Mortgagee prompt written notice if at any time or for any reason the Premises shall become impaired for one or more of the following reasons:

(i) operation of any of the Premises as a restaurant by Grantor has permanently ceased or has substantially ceased for 10 days out of any 30 day period;

(ii) any violation of any Environmental Law exists in connection with the Premises (if the Borrower has not commenced to cure such violation within 30 days of its discovery and thereafter diligently prosecute such cure to completion within 60 days of such discovery); or

(iii) all or a portion of the Premises is not covered by a valid Mortgage in full force and effect.

SECTION 1.05. Insurance.

(a) Coverage. Grantor will keep the Premises insured, for the benefit of Trustee and Mortgagee with such coverage, in such amounts and forms, and from such companies as shall be approved by Mortgagee and Grantor shall obtain such additional coverage or increase the amounts of coverage or modify the forms thereof, as from time to time Mortgagee shall reasonably request; provided, however, that to the extent the Mortgaged Property is located in the State of Alabama, and to the extent this transaction is subject to Section 5-19-20 of the Code of Alabama 1975, as amended, Grantor shall not be required to maintain insurance that may not be required by a creditor under such Section, and Grantor shall have the option of providing any insurance required under this Mortgage through an existing policy or a policy independently obtained and paid for by Grantor, subject to Mortgagee's right, for reasonable cause before credit is extended, to decline the insurance provided by Grantor.

(b) No Separate Insurance. Grantor shall not carry separate or additional insurance concurrent in form or contributing, in the event of loss, with that required hereunder unless endorsed in favor of Trustee and Mortgagee as loss payee or additional insured, as applicable, and otherwise acceptable to Mortgagee in all respects.

(c) Transfer of Title. In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Premises in extinguishment, in whole or in part, of the Obligations, all right, title and interest of Grantor in and to all policies of insurance required under this Section or otherwise then in force with respect to the Premises and all proceeds payable thereunder and unearned premiums thereon shall immediately vest in the purchaser or other transferee of the Premises.

(d) Delivery of Policies. Grantor covenants that it has delivered to Mortgagee, and shall, from time to time as may be requested by Mortgagee, deliver to Mortgagee, certificates evidencing the policies of insurance that may be requested under the terms of this Mortgage or at Mortgagee's option, copies of such policies.

SECTION 1.06. Liens and Liabilities.

(a) Discharge of Liens. Grantor will pay, bond or otherwise discharge, from time to time, when the same shall become due, all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property.

(b) Creation of Liens. Grantor will not, without Mortgagee's consent, create, place or permit to be created or placed or allow to remain, and shall discharge and release within ten (10) days of the placing thereof, any deed of trust, mortgage, trust deed, voluntary or involuntary lien, security interest or other encumbrance against or covering the Mortgaged Property, whether or not subordinate hereto.

(c) No Consent. Nothing in this Mortgage shall be deemed or construed in any way as constituting the consent or request by Trustee or Mortgagee, express or implied, to any contractor, subcontractor, laborer, mechanic or materialman for the performance of any labor or the furnishing of any material for any improvement, construction, alteration or repair of the Premises. Grantor further agrees that neither Trustee nor Mortgagee stands in any fiduciary relationship to Grantor.

SECTION 1.07. Taxes and Other Charges.

(a) Taxes on the Premises. Grantor will promptly pay when due and before any penalty or interest may be added thereto, all taxes, assessments, vault, water and sewer rents, rates, charges and assessments, levies, permits, inspection and license fees and other governmental and quasi-governmental charges and any penalties or interest for nonpayment thereof, heretofore or hereafter imposed, or which may become a lien, upon the Mortgaged Property or arising with respect to the occupancy, use or possession thereof (collectively, "Impositions"). Grantor will also pay any penalty, interest or cost for nonpayment of Impositions which may become due and payable.

(b) Receipts. Unless Grantor is making monthly deposits pursuant to Section 1.08, Grantor will furnish to Mortgagee, upon Mortgagee's request, proof of payment at the time same is made, and thereafter, upon receipt, validated receipts showing payment in full of all Impositions.

(c) Income and Other Taxes Imposed on Grantor. Grantor will promptly pay all income, franchise and other taxes owing by Grantor the nonpayment of which could result in a lien against the Premises and any stamp, mortgage or recording taxes which may be required to be paid in connection with this Mortgage or the Obligations, together with any interest or penalties thereon.

(d) Recording Fees and Other Taxes Imposed on Mortgagee. Grantor will pay any and all taxes, charges, filing, registration and recording fees, excises and levies (other than income, franchise and doing business taxes) imposed upon Mortgagee or Trustee in connection with the execution, delivery and/or recording of the Loan Documents.

(e) Increased Costs. In the event of the enactment after the date hereof of any law in the state in which the Mortgaged Property is located or any other governmental entity deducting from the value of the Mortgaged Property for the purpose of taxation any lien or security interest thereon, or changing in any way the laws for the taxation of mortgages, deeds of trust or other loans or debts secured thereby, or the manner of collection of such taxes, so as to affect this Mortgage, the Obligations, Mortgagee or the holders of the Obligations, then, and in such event, Grantor shall, on demand, pay to Mortgagee or such holder, or reimburse Mortgagee or such holder for payment of, all taxes, assessments, charges or liens for which Mortgagee or such holder is or may be liable as a result thereof, provided that if any such payment or reimbursement shall be unlawful or would constitute usury or render the Obligations wholly or partially usurious under applicable law, then Mortgagee may, at its option, declare the Obligations immediately due and payable or require Grantor to pay or reimburse Mortgagee for payment of the lawful and non-usurious portion thereof.

SECTION 1.08. Tax and Insurance Deposits.

(a) Amount of Deposits. Following the occurrence of an Event of Default hereunder, Mortgagee may require that each month Grantor deposit with Trustee, Mortgagee or any service or financial institution designated for such purposes by Mortgagee (whichever of the foregoing is applicable being the "Depository"), one-twelfth (1/12) of the annual Impositions and premiums for insurance required under Section 1.05, and Grantor shall accordingly make such deposits. In addition, following the occurrence of an Event of Default hereunder, if required by Mortgagee, Grantor shall also deposit with the Depository a sum of money which, together with the aforesaid monthly installments, will be sufficient to make payments of Impositions and premiums at least thirty (30) days before such payments are due. If the amount of any such payment is not ascertainable at the time any such deposit is required to be made, the deposit shall be made on the basis of Mortgagee's reasonable estimate thereof, and when such amount is fixed for the then current year, Grantor shall promptly deposit any deficiency with the Depository. If the amount so deposited by Grantor is more than the amount as finally determined, Mortgagee shall cause the Depository to promptly refund to Grantor the amount of such excess or to credit such excess to the next deposit required hereunder, in Mortgagee's discretion.

(b) Use of Deposits. All funds so deposited, until so applied, shall constitute additional security for the Obligations, shall be held by the Depository without interest (except to the extent required under applicable law), may be commingled with other funds of the Depository and, provided that no Event of Default (as defined in Section 5.01) shall have occurred and be continuing hereunder and subject to Grantor's compliance with the last sentence of this subsection (b), shall be applied in payment of the aforesaid amounts prior to their becoming delinquent. If an Event of Default shall have occurred and be continuing hereunder, or if the Obligations shall be accelerated as herein provided, all funds so deposited may, at Mortgagee's option, be applied to the Obligations in the order determined by Mortgagee. If such deposits are being made with the Depository, at least fifteen (15) days before the date on which such charges first become payable, Grantor shall furnish the Depository with bills for the charges for which such deposits are required to be made hereunder and/or such other documents necessary for the payment of the same.

SECTION 1.09. Damage and Destruction.

(a) Grantor's Obligations. In the event of any damage to or loss or destruction of the Premises, Grantor shall (i) take such steps as shall be necessary to preserve any undamaged portion of the Premises and (ii) unless otherwise instructed by Mortgagee, regardless whether the insurance proceeds, if any, shall be sufficient for the purpose or shall be otherwise applied by Mortgagee as provided herein, promptly commence and diligently pursue to completion the restoration, replacement and rebuilding of the Premises to the condition of the Premises affected thereby immediately prior to such damage, loss or destruction in accordance with the customary and reasonable practices of Grantor.

(b) Trustee's and Mortgagee's Rights; Application of Proceeds. In the event that any portion of the Premises is so damaged, destroyed or lost, and such damage, destruction or loss is covered, in whole or in part, by insurance, then, (i) Grantor shall make proof of loss prior to the time required but in any event within thirty (30) days of such damage, destruction or loss, and Mortgagee or Trustee may, but shall not be obligated to, make proof of loss if not made by Grantor, and is hereby authorized and empowered by Grantor to settle, adjust or compromise any claims for damage, destruction or loss thereunder, (ii) each insurance company concerned is hereby authorized and directed to make payment therefor directly to Mortgagee or Trustee, and (iii) Mortgagee shall have the right to apply the insurance proceeds, first to reimburse Trustee, Mortgagee and the holders of the Obligations for all costs and expenses, including adjusters' and attorneys' fees and disbursements, incurred in connection with the collection of such proceeds, and second, the remainder of such proceeds shall be applied, at Mortgagee's option, in payment (without premium or penalty) of all or any part of the Obligations, in the order and manner determined by Mortgagee (provided that to the extent that any portion of the Obligations shall remain outstanding after such application, such unpaid portion of the Obligations shall continue in full force and effect and Grantor shall not be excused from the payment thereof), or to the cure of any then current default hereunder, or to the restoration, replacement or rebuilding, in whole or in part, of the portion of the Premises so damaged, destroyed or lost, provided that any insurance proceeds held by Mortgagee or Trustee to be applied to the restoration, replacement or rebuilding of the Premises shall be so held without payment or allowance of interest thereon and shall be paid out from time to time upon compliance by Grantor with such provisions and requirements as may be imposed by Mortgagee. In the event that Grantor shall have received all or any portion of the insurance proceeds, Grantor, upon demand from Mortgagee or Trustee, shall pay to Mortgagee or Trustee an amount equal to the amount so received by Grantor, to be applied as Mortgagee shall have the right pursuant to this subsection. Notwithstanding anything contained in clause (ii) of this subsection (b) or in the immediately preceding sentence, provided no Event of Default has occurred and is continuing hereunder and further provided that the use of such proceeds by Grantor is not prohibited by the Loan Agreement, each insurance company concerned shall pay such insurance proceeds to Grantor, and Grantor, shall not be required to pay such amount to Mortgagee or Trustee, provided that Grantor shall use such amount to restore, replace or rebuild the Premises so damaged, destroyed or lost in accordance with Section 1.09(a)(ii) hereof, and Grantor shall pay to Mortgagee or Trustee any amount of such insurance proceeds as shall remain after such restoration, replacement or rebuilding, to be applied as Mortgagee shall have the right pursuant to this subsection. Notwithstanding anything herein or at law or in equity to the contrary, no insurance proceeds or payments in lieu thereof paid to Mortgagee or Trustee shall be deemed trust funds, and Mortgagee or Trustee shall be entitled to dispose of such proceeds as provided in this Section.

(c) Effect on the Obligations. Notwithstanding any loss, damage or destruction referred to in this Section, Grantor shall continue to pay and perform the Obligations as provided herein. Any reduction in the Obligations resulting from such application shall be deemed to take effect only on the date of receipt by Mortgagee or Trustee of such insurance proceeds and application against the Obligations, provided that if prior to the receipt by Trustee or Mortgagee of such insurance proceeds the Mortgaged Property shall have been sold on foreclosure of this Mortgage, or shall have been transferred by deed in lieu of foreclosure of this Mortgage, Mortgagee shall have the right to receive the same to the extent of any deficiency found to be due upon such sale, with legal interest thereon together with attorneys' fees and disbursements incurred by Trustee or Mortgagee in connection with the collection thereof.

SECTION 1.10. Condemnation.

(a) Grantor's Obligations. Proceedings. Grantor, promptly upon obtaining knowledge of any pending or threatened institution of any proceedings for the condemnation of the Premises, or of any right of eminent domain, or of any other proceedings arising out of injury or damage to or decrease in the value of the Premises, including a change in grade of any street, which Grantor reasonably estimates will result in damage to or decrease in the value of the Premises, will notify Mortgagee of the threat or pendency thereof Mortgagee may participate in any such proceedings, and Grantor from time to time will execute and deliver to Mortgagee all instruments requested by Mortgagee or as maybe required to permit such participation. Grantor shall, at its expense,

diligently prosecute any such proceedings, shall deliver to Mortgagee copies of all papers served in connection therewith and shall consult and cooperate with Mortgagee, its attorneys and agents, in the carrying on and defense of any such proceedings; provided, that no settlement of any such proceeding shall be made by Grantor without Mortgagee's consent.

(b) Trustee's and Mortgagee's Rights to Proceeds. All proceeds of condemnation awards or proceeds of sale in lieu of condemnation, and all judgments, decrees and awards for injury or damage to the Premises (collectively, "Awards") are hereby assigned and shall be paid, subject to applicable law, to Mortgagee or Trustee. Grantor authorizes Mortgagee and Trustee to collect and receive the same, to give receipts and acquittances therefor, and to appeal from any Awards.

(c) Application of Proceeds. Mortgagee shall have the right, subject to applicable law, to apply any Awards, first, to reimburse Trustee and Mortgagee for all costs and expenses, and second, the remainder thereof in the manner provided in clause (iii) of Section 1.09(b) hereof. In the event that Grantor shall have received all or any portion of such Awards, Grantor, upon demand from Mortgagee, shall pay to Mortgagee or Trustee an amount equal to the amount so received by Grantor, to be applied as Mortgagee shall have the right pursuant to this subsection. Notwithstanding anything contained in subsection (b) above or the first sentence of this subparagraph (c), provided that no Event of Default has occurred and is continuing hereunder, Mortgagee shall disburse to Grantor, from Awards that Mortgagee is entitled to retain hereunder, an amount equal to the actual cost to Grantor to restore the Premises injured or damaged to an independent self-contained unit in accordance with good, prudent and customary practices, but Mortgagee shall not be obligated to advance more than the net Awards referred to in clause second of this subparagraph (c). Notwithstanding anything herein or at law or in equity to the contrary, none of the Awards paid to Mortgagee or Trustee under this Section shall be deemed trust funds and Mortgagee or Trustee shall be entitled to dispose of the same as provided in this Section.

(d) Effect on the Obligations. Notwithstanding any condemnation, taking or other proceeding referred to in this Section, Grantor shall continue to pay and perform the Obligations as provided herein. Any reduction in the Obligations resulting from such application shall be deemed to take effect only on the date of receipt by Mortgagee or Trustee of such Awards and application against the Obligations, provided that if prior to the receipt by Trustee or Mortgagee of such Awards the Mortgaged Property shall have been sold on foreclosure of this Mortgage, or shall have been transferred by deed in lieu of foreclosure of this Mortgage, Mortgagee shall have the right to receive the same to the extent of any deficiency found to be due upon such sale, with legal interest thereon together with attorneys' fees and disbursements incurred by Trustee or Mortgagee in connection with the collection thereof.

SECTION 1. 11. Contest. Notwithstanding anything to the contrary contained in Section 1.06 or 1.07, Grantor shall have the right to contest in good faith and at its own expense the validity of any lien, encumbrance, charge or security referred to in Section 1.06 and any Imposition imposed upon the Premises (a "Contest") by an appropriate legal proceeding which proceeding must operate to prevent the collection of such Impositions or other realization thereon and the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same; provided, that during the pendency of such Contest, Grantor shall provide security satisfactory to Mortgagee, assuring the discharge of Grantor's obligations that are the subject of such Contest ("Contested Matters") and of any additional interest charge, penalty or expense arising from or incurred as a result of such Contest; and provided, further, that if at any time payment or performance of such Contested Matters shall become necessary to prevent (i) any sale or forfeiture of the Mortgaged Property because of non-payment or non-performance or (ii) the imposition of any civil or criminal penalty or liability on Mortgagee, Trustee or the holders of the Obligations, Grantor shall pay or perform the same in sufficient time to avoid any such sale or forfeiture or the imposition of any such penalty or liability.

SECTION 1. 12. Notice Limiting Amount. Grantor covenants that it will not, without the prior written consent of Mortgagee, file of record any notice limiting the maximum principal amount secured by this Mortgage.

ARTICLE II

Assignment of Tenant Leases, Rents and Other Sums

SECTION 2.01. Assignment.

(a) Grantor hereby absolutely and presently bargains, sells, transfers, assigns and sets over to Mortgagee, as further security for the payment of the Obligations, all of its right, title and interest in and to the Tenant Leases and the Rents payable thereunder and all rights of Grantor thereunder and any and all deposits held as security under the Tenant Leases, whether before or after foreclosure or during the full period of redemption, if any, and shall, upon demand, deliver to Mortgagee an executed counterpart of each Tenant Leases. The assignment of the Tenant Leases and Rents, and of the aforesaid rights with respect thereto, is intended to be and is an absolute present assignment from Grantor to Mortgagee and not merely the passing of a security interest or an executory contract to assign. Such assignment and grant shall continue in effect until the Obligations are paid, the execution of this Mortgage constituting and evidencing the irrevocable consent of Grantor to the entry upon and taking possession of the Premises by Mortgagee pursuant to such grant, whether foreclosure has been instituted or not and without applying for a receiver. Until the occurrence of an Event of Default hereunder, Grantor shall be entitled to collect and receive the Rents and agrees to hold the same in trust. Such right of Grantor to collect and receive said Rents shall be automatically revoked upon the occurrence of an Event of Default and thereafter Trustee or Mortgagee shall have the right and authority to exercise any of the rights or remedies referred to or set forth in Article V. In addition, upon such an Event of Default, Grantor shall promptly pay to Trustee or Mortgagee (i) all rent prepayments and security or other deposits paid to Grantor pursuant to any Tenant Leases assigned hereunder and (ii) all charges for

services or facilities or for escalation which were paid pursuant to any such Tenant Leases to the extent allocable to any period from and after such Event of Default. Nothing contained in this Section 2.01(a) shall be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any Tenant Leases or otherwise to impose any obligation on Mortgagee (including any liability under the covenant of quiet enjoyment contained in any Tenant Leases or under any applicable law in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Premises), except that Mortgagee shall be accountable for any money actually received pursuant to such assignment. Grantor hereby further grants to Mortgagee the right to notify the tenant under any Tenant Leases of the assignment thereof and, after the occurrence of an Event of Default hereunder (i) to demand that the tenant under any Tenant Leases pay all amounts due thereunder directly to Mortgagee, (ii) to enter upon and take possession of the Premises for the purpose of collecting the Rents, (iii) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof, (iv) to let the Premises, or any part thereof, and (v) to apply the Rents, after payment of all necessary charges and expenses, on account of the Obligations.

(b) If Grantor is not required to surrender possession of the Premises hereunder in the event of any Event of Default, Grantor will pay monthly in advance to Mortgagee, on its entry into possession pursuant to Article V, or to any receiver appointed to collect said Rents, the fair and reasonable rental value for the use and occupation of the Premises or such part thereof as may be in the possession of Grantor. Upon a default in any such payment, Grantor will vacate and surrender such possession to Mortgagee, Trustee or such receiver and, in default thereof, may be evicted by summary or any other available proceedings or actions.

(c) Grantor will, as and when requested from time to time by Mortgagee, execute, acknowledge and deliver to Mortgagee, in form approved by Mortgagee, one or more general or specific assignments of the lessor's interest under any Tenant Leases. Grantor will, on demand, pay to Mortgagee, or reimburse Mortgagee for the payment of any costs or expenses incurred in connection with the preparation or recording of any such assignment.

SECTION 2.02. Tenant Leases and Rents.

(a) Grantor will (i) perform or cause to be performed all the lessor's obligations under any Tenant Leases, the non-performance of which may or could result in a termination of such Tenant Leases, (ii) enforce (except in no event shall Grantor terminate and cancel any Tenant Leases, without the prior written consent of Mortgagee) the performance by the lessee under its respective Tenant Leases of all of said lessee's obligations thereunder and (iii) give Mortgagee prompt notice and a copy of any notice of default, or event of default, sent or received by Grantor.

(b) (i) Grantor will not, without Mortgagee's consent: (A) assign, mortgage, pledge or otherwise transfer, dispose of or encumber, whether by operation of law or otherwise, any Tenant Leases or the Rents, (B) accept or permit the acceptance of a prepayment of any amounts payable under such Tenant Leases for more than one month in advance of the due date therefor, (C) enter into, amend, modify, supplement, cancel, terminate or accept a surrender of any Tenant Leases, or (D) enter into any Tenant Leases (1) with Grantor or any affiliate of Grantor or its constituent partners or (2) which would be a "disqualified lease", as defined in Section 168(h)(1)(B) of the Internal Revenue Code of 1986.

(ii) Supplementing the provisions of paragraph (i) of this Section 2.02(b), if the lessee under any Tenant Leases (or any receiver, trustee, custodian or other party who succeeds to the rights of any lessee) rejects or disaffirms such Tenant Leases pursuant to any Bankruptcy Law, Grantor hereby assigns to Mortgagee the proceeds of any claims (including the right to retain or apply any security deposits) that Grantor may have against the lessee (or receiver, trustee, custodian or other party who succeeds to the rights of any lessee) and any guarantor of any of the Tenant Leases, under any one or more of the Tenant Leases or any guaranty thereof based upon (A) any breach by such lessee of the terms and provisions of the applicable Lease (including any claim that Grantor may have by reason of a termination, rejection or disaffirmance of such Tenant Leases pursuant to any Bankruptcy Law), and (B) the use and occupancy of the premises demised thereby, whether or not pursuant to the applicable Tenant Leases (including any claim for use and occupancy arising under any Bankruptcy Law). Grantor, immediately upon obtaining knowledge of any such breach or use by any such lessee, will notify Mortgagee of any such breach or use. Mortgagee shall have the sole right to elect, either:

- (1) to proceed against such lessee or guarantor as if it were the named lessor thereunder, in Grantor's name or in Mortgagee's name as agent for Grantor and Grantor agrees to cooperate with Mortgagee in such action and shall execute any and all documents required in furtherance of such action; or
- (2) to have Grantor proceed in Grantor's and Mortgagee's behalf in which event Mortgagee may participate in any such proceedings, and Grantor from time to time will deliver to Mortgagee all instruments requested by Mortgagee or as may be required to permit such participation. Grantor shall, at its expense, diligently prosecute any such proceedings, shall deliver to Mortgagee copies of all papers served in connection therewith and shall consult and cooperate with Mortgagee, its attorneys and agents, in the carrying on and defense of any such proceedings; provided that no settlement of any such proceeding shall be made by Grantor without Mortgagee's consent.

ARTICLE III
Additional Advances, Expenses, Indemnity.

SECTION 3.01. Additional Advances and Disbursements.

(a) Grantor agrees that, if Grantor shall default in any of its obligations hereunder, then Trustee or Mortgagee shall have the right without notice to Grantor to advance all or any part of amounts owing or to perform any or all required actions. No such advance or performance shall be deemed to have cured such default by Grantor or any Event of Default with respect thereto. All sums advanced and all expenses incurred by Trustee or Mortgagee in connection with such advances or actions, and all other sums advanced or expenses incurred by Trustee or Mortgagee hereunder or under applicable law (whether required or optional and whether indemnified hereunder or not) shall be part of the Obligations, shall bear interest at the Default Rate provided in the Note and shall be secured by this Mortgage.

(b) This Mortgage secures not only existing indebtedness, but also future or additional advances made pursuant hereto or pursuant to the Loan Agreement, whether such advances are obligatory or optional and whether such advances are readvances after payments permitted under the Loan Agreement.

(c) Alabama. To the extent the Mortgaged Property is located in the State of Alabama, Grantor and Mortgagee agree that the period within which the future or additional advances made pursuant to the Loan Documents will expire shall be within twenty (20) years from the date hereof, for purposes of Section 35-10-20 of the Code of Alabama 1975, as amended.

(d) Kentucky. To the extent the Mortgaged Property is located in the states of Kentucky, this Mortgage is given to secure not only existing indebtedness, but also such future or additional advances, whether such advances are obligatory or optional, to the same extent as if such future or additional advances were made on the date hereof. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but, to the extent the Mortgaged Property is located in the states of Kentucky, the total unpaid balance so secured at one time shall not exceed \$10,000,000 plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Premises, with interest on such disbursements.

(e) Tennessee. To the extent that the Mortgaged Property is located in the State of Tennessee, this Mortgage secures obligatory advances and is for commercial purposes.

(f) Mississippi. To the extent that the Mortgaged Property is located in the State of Mississippi, this Mortgage secures any future advancements not to exceed \$10,000,000.00.

SECTION 3.02. Other Expenses. Grantor will pay or, on demand, reimburse Trustee, Mortgagee, the Lender or any holder of the Obligations for the payment of any and all costs or expenses (including attorneys' fees and disbursements) incurred in connection with (i) any default or Event of Default by Grantor hereunder, (ii) the exercise or enforcement by or on behalf of Trustee, Mortgagee or any holder of the Obligations of any of its rights or of Grantor's obligations under the Loan Documents or (iii) the granting, administration, enforcement and closing of the transactions contemplated hereunder.

SECTION 3.03. Indemnity. Grantor agrees to indemnify and hold harmless Trustee, Mortgagee, the Lender, the holders of the Obligations and their respective officers, directors, employees, agents and shareholders (the "indemnified parties") from and against any and all losses, damages, claims, costs and expenses (including attorneys' fees and disbursements) which may be imposed on, incurred by or asserted against any of the indemnified parties in connection with the Mortgaged Property, the Loan Documents or any transaction or matter in any way connected with the Mortgaged Property or the Loan Documents, except to the extent any such loss, damage, claim, cost or expense is the result of willful misconduct or gross or sole negligence of the indemnified party. Any amount payable under this Section shall be deemed a demand obligation, shall be added to and become a part of the Obligations, shall bear interest at Default Rate provided in the Note, and shall be secured by this Mortgage.

SECTION 3.04. Interest After Default. If any payment due hereunder or under the other Loan Documents is not paid in full when due, whether by acceleration or otherwise, then the same shall bear interest hereunder at the Default Rate provided in the Note, and such interest shall be added to and become a part of the Obligations and shall be secured hereby.

ARTICLE IV
Sale or Transfer of the Premises

SECTION 4.01. Continuous Ownership. Grantor acknowledges that the continuous ownership of the Mortgaged Property by Grantor, is of a material nature to the transaction hereinabove described and Mortgagee's agreement to create the Obligations. Without Mortgagee's prior written consent, Grantor will not, whether voluntarily or involuntarily, (a) sell, grant, convey, assign or otherwise transfer, by operation of law or otherwise, (b) permit to be the subject of any transaction described in clause (a) above, (c) enter into an agreement for any transaction described in clause (a) above with respect to, or (d) grant an option or take any action which pursuant to the terms of any agreement to which Grantor is a party may result in any transaction described in clause (a) above, with respect to the Mortgaged Property, or any legal, beneficial or equitable interest therein (the foregoing, collectively or severally, "Transfer"). For purposes of this Mortgage, but without limiting the foregoing, (i) the issuance or transfer of any membership interest in Grantor shall be deemed a Transfer of the Mortgaged Property, except for transfers to the children of William E. Ezell, III, which shall be permitted transfers, (ii) a Transfer of all

or substantially all of the assets of Grantor shall be deemed a Transfer of the Mortgaged Property, (iii) the execution and delivery of any documentation relating to a proposed zoning lot merger or the execution and delivery of any other documentation effecting or purporting to effect, or the taking or suffering of any other action effecting or purporting to effect, a transfer of, or the granting of a right to utilize, any development rights appurtenant to the Mortgaged Property shall be deemed a Transfer of the Mortgaged Property, and (iv) any person or legal representative of Grantor to whom Grantor's interest in the Mortgaged Property passes by operation of law, or otherwise, shall be bound by the provisions of this Mortgage. The provisions of this Section shall apply to each and every such Transfer of all or any portion of the Mortgaged Property or any legal or equitable interest therein, regardless whether or not Mortgagee has consented to, or waived by its action or inaction its rights hereunder with respect to any previous Transfer of all or any portion of the Mortgaged Property or any legal or equitable interest therein.

ARTICLE V Defaults and Remedies

SECTION 5.01. Events of Default. The term "Event of Default", as used in this Mortgage, shall mean the occurrence of any of the following events:

- (a) if default shall be made in the payment, when and as the same shall become due and payable, of any amounts required to be paid under the Note, hereunder or under any other Loan Document, whether of principal, interest, premium fee or otherwise, and whether on any stated due date, upon demand, at maturity or upon acceleration; or
- (b) if default shall be made in the performance or observance of any other term, covenant or agreement contained in this Mortgage or in any other Loan Document; or
- (c) if any Event of Default (as defined in the Loan Agreement) occurs; or
- (d) if the Mortgaged Property shall be taken, attached or sequestered on execution or other process of law in any action against Grantor.
- (e) if any and all other sums, indebtedness, liabilities and obligations now or which may hereafter be owing by S & E Aviation, LLC to Lender in connection with any note, account or obligation of S & E Aviation, LLC, including, but not limited to that certain Promissory Note dated October 6, 1997 in the original principal amount of \$1,150,000.00, as amended by that certain Note Modification Agreement dated April 29, 1999 (the "Related Loans").
- (f) if SouthEast Waffles, LLC shall default under any of its obligations to Borrower as successor in interest to Treetop Enterprises, Inc. in connection with any of the following documents:
 - (i) Seller Sublease Agreements dated April 29, 1999 between Treetop Enterprises, Inc. and SouthEast Waffles, LLC;
 - (ii) Third Party Sublease Agreements dated April 29, 1999 between Treetop Enterprises, Inc. and SouthEast Waffles, LLC;
 - (iii) Supplemental Sublease Payment Agreements dated April 29, 1999 between Treetop Enterprises, Inc. and SouthEast Waffles, LLC; or
 - (iv) Promissory Note dated April 29, 1999 executed by SouthEast Waffles, LLC in favor of Treetop Enterprises, Inc. in the original principal amount of \$6,457,609.81.

SECTION 5.02. Remedies. Upon the occurrence of any one or more Events of Default, or any Transfer without the consent of Mortgagee, Trustee or Mortgagee may, in addition to any rights or remedies available to it hereunder or under the other Loan Documents and to the extent permitted by applicable law, take such action personally or by its agents or attorneys, with or without entry, and without notice, demand, presentment or protest (each and all of which are hereby waived), as it deems necessary or advisable to protect and enforce its rights and remedies against Grantor and in and to the Mortgaged Property, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Trustee or Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting its other rights or remedies:

- (a) declare the entire balance of the Obligations to be immediately due and payable, and upon any such declaration, the entire unpaid balance of the Obligations shall become and be immediately due and payable, without presentment, demand, protest, notice of protest, notice of intention to accelerate, notice of acceleration, or further notice of any kind, all of which are hereby expressly waived by Grantor, anything in any other Loan Documents to the contrary notwithstanding; or
- (b) institute a proceeding or proceedings, judicial or otherwise, for the complete or partial foreclosure of this Mortgage under any applicable provision of law; or
- (c) sell (the power of sale, if permitted and provided by applicable law, being expressly granted by Grantor to Mortgagee) the Mortgaged Property, and all estate, right, title, interest, claim and demand of Grantor therein, and all rights of redemption thereof, at one or more sales, as an entirety or in parcels, with such elements of

real and/or personal property, and at such time and place and upon such terms as it may deem expedient, or as may be required by applicable law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Mortgaged Property; or

(d) institute an action, suit or proceeding in equity for the specific performance of any of the provisions contained in the Loan Documents; or

(e) apply for the appointment of a receiver, custodian, trustee, liquidator or conservator of the Mortgaged Property, to be vested with the fullest powers permitted under applicable law, as a matter of right and without regard to, or the necessity to disprove, the adequacy of the security for the Obligations or the solvency of Grantor or any other person liable for the payment of the Obligations, and Grantor and each other person so liable waives or shall be deemed to have waived such necessity and consents or shall be deemed to have consented to such appointment; or

(f) enter upon the Premises, and exclude Grantor and its agents and servants wholly therefrom, without liability for trespass, damages or otherwise, and take possession of all books, records and accounts relating thereto and all other Mortgaged Property, and Grantor agrees to surrender possession of the Mortgaged Property and of such books, records and accounts to Trustee or Mortgagee on demand after the happening of any Event of Default, and having and holding the same may use, operate, manage, preserve, control and otherwise deal therewith and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers, without interference from Grantor; and upon each such entry and from time to time thereafter may, at the expense of Grantor and the Mortgaged Property, without interference by Grantor and as Mortgagee may deem advisable, (i) insure or reinsure the Premises, (ii) make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements thereto and thereon and (iii) in every such case in connection with the foregoing have the right to exercise all rights and powers of Grantor with respect to the Mortgaged Property, either in Grantor's name or otherwise; or

(g) with or without the entrance upon the Premises, collect, receive, sue for and recover in its own name all Rents and cash collateral derived from the Mortgaged Property, and after deducting therefrom all costs, expenses and liabilities of every character incurred by trustee or Mortgagee in collecting the same and in using, operating, managing, preserving and controlling the Mortgaged Property, and otherwise in exercising Trustee's or Mortgagee's rights under subsection (f) of this Section, including all amounts necessary to pay Impositions, insurance premiums and other charges in connection with the Premises, as well as compensation for the services of Trustee or Mortgagee and their respective attorneys, agents and employees, to apply the remainder as provided in Section 5.05; or

(h) release any portion of the Mortgaged Property for such consideration as Mortgagee may require without, as to the remainder of the Mortgaged Property, in any way impairing or affecting the lien or priority of this Mortgage, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Obligations shall have been reduced by the actual monetary consideration, if any, received by Trustee or Mortgagee for such release and applied to the Obligations, and may accept by assignment, pledge or otherwise any other property in place thereof as Mortgagee may require without being accountable for so doing to any other lienholder; or

(i) take all actions permitted under the Uniform Commercial Code in effect in the State in which the Mortgaged Property is located; or

(j) take any other action, or pursue any other right or remedy, as Trustee or Mortgagee may have under applicable law, and Grantor does hereby grant the same to Trustee or Mortgagee; or

(k) Alabama. To the extent the Mortgaged Property is located in the State of Alabama, whether or not possession of the Mortgaged Property is taken, after giving 21 days' notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale together with a description of the property to be sold, by publication in some newspaper published in the county wherein the Mortgaged Property is located, sell the Mortgaged Property (or such part or parts thereof as Mortgagee may from time to time elect to sell), in front of the courthouse door of any county in which the Mortgaged Property (or any portion thereof to be sold) is located, at public outcry, to the highest bidder for cash. At any foreclosure sale any part or all of the Mortgaged Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds; or

(l) Tennessee. To the extent the Mortgaged Property is located in the State of Tennessee, Trustee or Mortgagee shall have the right to pursue all remedies available to it hereunder, at law, or in equity and, in addition, Trustee, or his successor in trust, is hereby authorized and empowered, upon giving not less than twenty (20) days' notice of the time, place and terms of each such sale, together with a description of the Mortgaged Property to be sold, by three publications in any newspaper, daily or weekly of general circulation, published in the county wherein the sale is to be made, to sell the Mortgaged Property, or any part thereof, at the front door of the courthouse in said county to the highest bidder for cash, at public outcry, free from all legal and equitable rights of redemption, exemptions of homestead, rights by virtue of marriage, and all other exemptions of every kind, all of which are expressly waived. Trustee or his successor in trust is further authorized and empowered to execute and deliver a deed to the purchaser at such sale. Mortgagee may bid at any such sale. The purchaser at such sale shall be entitled to immediate possession of the Mortgaged Property upon the delivery to purchaser by Trustee of a deed for

the Mortgaged Property. Prior to such sale, Trustee may enter and take possession of the Mortgaged Property, in which case Trustee shall be accountable only for net rents actually received by Trustee.

(m) Kentucky. To the extent the Mortgaged Property is located in the State of Kentucky, Mortgagee shall have the right to pursue all remedies available to it hereunder, at law, or in equity and, without limitation, Mortgagee may foreclose this Mortgage through judicial proceedings, which proceedings may be prosecuted simultaneously or separately in such order as Mortgagee may elect.

(n) Mississippi. To the extent the Mortgaged Property is located in the State of Mississippi, Trustee or Mortgagee shall have the right to pursue all remedies available to it hereunder and in addition, Trustee or Mortgagee shall have the right to invoke the power of sale. If Trustee shall give notice of sale by advertisement once each week for three consecutive weeks in the manner prescribed by applicable law, Trustee, without demand on Grantor shall sell the Mortgaged Property at public auction to the highest bidder for cash at such time and place in the county where the Mortgaged Property is located in the State of Mississippi, as Trustee designates in the notice of sale, in one or more parcels and in such order as Trustee may determine. Trustee may appoint an agent to conduct foreclosure proceedings and any sale thereunder, which appointment need not be recorded. Any foreclosure sale may be adjourned or continued from time to time in the discretion of Trustee until such time as such sale can be validly and legally completed. Mortgagee or Mortgagee's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser a deed or other appropriate conveyance instrument conveying that portion of the Mortgaged Property so sold without any covenant or warranty, expressed or implied. The recitals in such instrument shall be prima facie evidence of the truth of the statements made therein, and failure to give any notice to Grantor as provided herein shall not adversely affect any foreclosure sale or create any liability on the part of Trustee or Mortgagee to Grantor. Trustee shall apply the proceeds of the sale in the following order: (i) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence and any other costs incurred in connection with the sale; (ii) to all sums secured hereby and under the Loan Documents; and (iii) the excess, if any, to the person or persons legally entitled thereto.

In the event that Trustee or Mortgagee shall exercise any of the rights or remedies set forth in subsections (f) and (g) of this Section, Trustee or Mortgagee shall not be deemed to have entered upon or taken possession of the Mortgaged Property except upon the exercise of its option to do so evidenced by its demand and overt act for such purpose, nor shall it be deemed a beneficiary or mortgagee in possession by reason of such entry or taking possession. Neither Trustee nor Mortgagee shall be liable to account for any action taken pursuant to any such exercise other than for Rents actually received by Mortgagee, nor liable for any loss sustained by Grantor resulting from any failure to let the Premises, or from any other act or omission of Trustee or Mortgagee except to the extent such loss is caused by the willful misconduct or bad faith of Trustee or Mortgagee.

SECTION 5.03. Rights Pertaining to Sales. Subject to the provisions or other requirements of law and except as otherwise provided herein, the following provisions shall apply to any sale or sales of all or any portion of the Mortgaged Property under or by virtue of this Article V, whether made under the power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale:

(a) Trustee or Mortgagee may conduct any number of sales from time to time. The power of sale set forth in Section 5.02(c) hereof shall not be exhausted by any one or more such sales as to any part of the Mortgaged Property which shall not have been sold, nor by any sale which is not completed or is defective in Mortgagee's opinion, until the Obligations shall have been paid in full. To the extent the Mortgaged Property is located in the States of Alabama, Mississippi, said sale may be as a whole or in part or parcels and Grantor hereby waives its right to direct the order in which the Mortgaged Property or any parcel that is part thereof is sold.

(b) Any sale may be postponed or adjourned by public announcement at the time and place appointed for such sale or for such postponed or adjourned sale without further notice. To the extent the Mortgaged Property is located in the State of Alabama, whenever it becomes necessary to postpone any sale that has been advertised to occur on a certain day, the same may be postponed by announcement by the auctioneer or attorney, at the time set for sale, of the date to which said sale is postponed and the original notice shall be published once again, with a statement at the bottom thereof stating that said sale has been postponed and setting forth the date when said sale will occur.

(c) After each sale, Mortgagee, Trustee or an officer of any court empowered to do so, or an officer otherwise authorized by law, shall execute and deliver to the purchaser or purchasers at such sale a good and sufficient instrument or instruments granting, conveying, assigning and transferring all right, title and interest of Grantor in and to the property and rights sold and shall receive the proceeds of said sale or sales and apply the same as herein provided. Each of Trustee and Mortgagee is hereby appointed the true and lawful attorney-in-fact of Grantor, which appointment is irrevocable and shall be deemed to be coupled with an interest, in Grantor's name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the property and rights so sold, and for that purpose Trustee and Mortgagee may execute all necessary instruments of conveyance, assignment, transfer and delivery, and may substitute one or more persons with like power, Grantor hereby ratifying and confirming all that said attorney or such substitute or substitutes shall lawfully do by virtue thereof. Nevertheless, Grantor, if requested by Trustee or Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Trustee, Mortgagee or such purchaser or purchasers all such instruments as may be advisable, in Trustee's or Mortgagee's judgment, for the purposes as may be designated in such request.

(d) Any and all statements of fact or other recitals made in any of the instruments referred to in subsection (c) of this Section given by Trustee or Mortgagee as to nonpayment of the Obligations, or as to the occurrence of any Event of Default, or as to Mortgagee having declared all or any of the Obligations to be due and

payable, or as to the request to sell, or as to notice of time, place and terms of sale and of the property or rights to be sold having been duly given, or as to the refusal, failure or inability to act of Trustee, or as to the appointment of any substitute or successor trustee, or as to any other act or thing having been duly done by Grantor, Mortgagee, or by Trustee, shall be taken as conclusive and binding against all persons as to evidence of the truth of the facts so stated and recited. Trustee or Mortgagee may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale so held, including the posting of notices and the conduct of sale, but in the name and on behalf of Trustee.

(e) The receipt of Trustee or Mortgagee for the purchase money paid at any such sale, or the receipt of any other person authorized to receive the same, shall be sufficient discharge therefor to any purchaser of any property or rights sold as aforesaid, and no such purchaser, or its representatives, grantees or assigns, after paying such purchase price and receiving such receipt, shall be bound to see to the application of such purchase price or any part thereof upon or for any trust or purpose of this Mortgage or, in any manner whatsoever, be answerable for any loss, misapplication or nonapplication of any such purchase money, or part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(f) Any such sale or sales shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Grantor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Grantor and any and all persons claiming or who may claim the same, or any part thereof or any interest therein, by, through or under Grantor to the fullest extent permitted by applicable law.

(g) Upon any such sale or sales, Mortgagee may bid for and acquire the Mortgaged Property and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the Obligations the amount of the bid made therefor, after deducting therefrom the expenses of the sale, the cost of any enforcement proceeding hereunder, and any other sums which Trustee or Mortgagee is authorized to deduct under the terms thereof, to the extent necessary to satisfy such bid.

(h) In the event that Grantor, or any person claiming by, through or under Grantor, shall transfer or refuse or fail to surrender possession of the Mortgaged Property after any sale thereof, then Grantor, or such person, shall be deemed a tenant at sufferance of the purchaser at such sale, subject to eviction by means of forcible entry and unlawful detainer proceedings, or subject to any other right or remedy available hereunder or under applicable law.

(i) Upon any such sale, it shall not be necessary for Trustee, Mortgagee or any public officer acting under execution or order of court to have present or constructively in its possession any of the Mortgaged Property.

(j) In the event a foreclosure hereunder shall be commenced by Trustee or Mortgagee, Trustee or Mortgagee may at any time before the sale of the Mortgaged Property abandon the sale, and may institute suit for the collection of the Obligations and for the foreclosure of this Mortgage, or in the event that Trustee or Mortgagee should institute a suit for collection of the Obligations, and for the foreclosure of this Mortgage, Mortgagee may at any time before the entry of final judgment in said suit dismiss the same and require Trustee or Mortgagee to sell the Mortgaged Property in accordance with the provisions of this Mortgage.

SECTION 5.04. Expenses. In any proceeding, judicial or otherwise, to foreclose this Mortgage or enforce any other remedy of Trustee or Mortgagee under the Loan Documents, there shall be allowed and included as an addition to and part of the Obligations in the decree for sale or other judgment or decree all reasonable expenditures and expenses which may be paid or incurred in connection with the exercise by Trustee or Mortgagee of any of its rights and remedies provided or referred to in Section 5.02, or any comparable provision of any other Loan Document, including, without limitation, reasonable attorneys' fees and disbursements, together with interest thereon at the Default Rate as set forth in the Note, and the same shall be part of the Obligations and shall be secured by this Mortgage.

SECTION 5.05. Application of Proceeds. The purchase money, proceeds or avails of any sale referred to in Section 5.02, together with any other sums which may be held by Trustee or Mortgagee hereunder, whether under the provisions of this Article V or otherwise, shall, except as herein expressly provided to the contrary or as may be otherwise provided by law, be applied as follows:

First: To the payment of the costs and expenses of any such sale, including compensation to Trustee, Mortgagee, their agents and counsel, and of any judicial proceeding wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Trustee or Mortgagee hereunder, together with interest thereon as provided herein, and all Impositions and other charges, except any Impositions or other charges subject to which the Mortgaged Property shall have been sold.

Second: To the payment in full of the monetary Obligations (including principal, interest, premium and fees) in such order as Mortgagee may elect.

Third: To the payment of any other sums secured hereunder or required to be paid by Grantor pursuant to any provision of the Loan Documents.

Fourth: To the extent permitted by applicable law, to be set aside by Trustee or Mortgagee as adequate security in its judgment for the payment of sums which would have been paid by application under clauses

First through Third above to Trustee or Mortgagee, arising out of an obligation or liability with respect to which Grantor has agreed to indemnify Mortgagee, but which sums are not yet due and payable or liquidated.

Fifth: To the payment of any withholding tax requirements of the Foreign Investment in Real Property Tax Act of 1980, as amended.

Sixth: To whomsoever may be lawfully entitled to receive any remaining purchase money, proceeds or avails.

SECTION 5.06. Additional Provisions as to Remedies.

(a) No delay or omission by Trustee or Mortgagee to exercise any right or remedy hereunder upon any default or Event of Default shall impair such exercise, or be construed to be a waiver of any such default or Event of Default.

(b) The failure, refusal or waiver (by consent, waiver or otherwise) of Trustee or Mortgagee to assert any right or remedy hereunder upon any default or Event of Default or other occurrence shall not be construed as waiving such right or remedy upon any other or subsequent default or Event of Default or other occurrence.

(c) Neither Trustee nor Mortgagee shall have any obligation to pursue any rights or remedies it may have under any other agreement prior to pursuing its rights or remedies hereunder or under the other Loan Documents.

(d) Acceptance of any payment after the occurrence of any default or Event of Default shall not be deemed a waiver or a cure of such default or Event of Default, and acceptance of any payment less than any amount then due shall be deemed an acceptance on account only.

(e) In the event that Trustee or Mortgagee shall have proceeded to enforce any right or remedy hereunder by foreclosure, sale, entry or otherwise, and such proceeding shall be discontinued, abandoned or determined adversely for any reason, then Grantor and Mortgagee shall be restored to their former positions and rights hereunder with respect to the Mortgaged Property, subject to the lien hereof.

(f) Each right of Trustee or Mortgagee provided for in this Mortgage shall be cumulative and shall be in addition to every other right provided for in this Mortgage or now or hereafter existing at law or in equity, by statute or otherwise, and the exercise by Trustee or Mortgagee of any one or more of such rights shall not preclude the simultaneous or later exercise by Trustee or Mortgagee of any other such right.

SECTION 5.07. Waiver of Rights and Defenses. To the full extent Grantor may lawfully do so, Grantor agrees with Mortgagee as follows:

(a) To the extent permitted by law, Grantor will not claim or take the benefit of any statute or rule of law now or hereafter in force providing for any appraisal, valuation, stay, extension, moratorium, reinstatement or redemption, or of any statute of limitations, and, except as otherwise expressly provided herein and in the Loan Agreement, Grantor, for itself and its heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming an interest in the Mortgaged Property (other than Mortgagee and Trustee), hereby waives and releases all rights of redemption, reinstatement, valuation, appraisal, notice of intention to mature or declare due the whole of the Obligations, notice of intention to accelerate, notice of acceleration, demand for payment, presentment, protest, notice of protest and non-payment and all rights to a marshaling of the assets of Grantor, including the Mortgaged Property, or to a sale in inverse order of alienation, in the event of foreclosure of the liens and security interests created hereunder; provided, however, that, notwithstanding anything to the contrary herein contained, Grantor will not at any time insist on, plead, claim or take the benefit or advantage of, and Grantor, for itself and its heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming an interest in the Mortgaged Property (other than Mortgagee and Trustee), hereby, to the extent permitted by applicable law, explicitly waives, to the extent the Mortgaged Property is located in the State of Tennessee, all statutory rights of redemption including, but not limited to, those contained in T.C.A. 66-8-101.

(b) Grantor shall not have or assert and hereby waives any right under any statute or rule of law pertaining to any of the matters set forth in subsection (a) of this Section, to the administration of estates of decedents or to any other matters whatsoever to defeat, reduce or affect any of the rights or remedies of Trustee or Mortgagee hereunder.

(c) Grantor hereby waives any defense to the recovery by Trustee or Mortgagee hereunder against Grantor or the Mortgaged Property of any deficiency after a nonjudicial sale. Without limiting the foregoing, Grantor waives any defense arising out of any such nonjudicial sale even though such sale operates to impair or extinguish any right of reimbursement or subrogation or any other right or remedy of Grantor.

SECTION 5.08. Exercise by Trustee. Notwithstanding anything contained herein to the contrary, Trustee (a) shall not exercise, or waive the exercise of, any of its rights or remedies hereunder (other than its right to reimbursement) except upon the request of Mortgagee, and (b) shall exercise, or waive the exercise of, any or all of such rights or remedies upon the request of Mortgagee and at the direction of Mortgagee as to the manner of such exercise or waiver, provided that Trustee shall have the right to decline to follow any of such requests or directions.

if Trustee shall be advised by counsel that the action or proceeding, or manner thereof, so directed may not lawfully be taken or waived.

ARTICLE VI Release of Lien

SECTION 6.01. Release of Lien.

If all of the Obligations, including, without limitation, any portions thereof that may be advanced or readvanced by the Lender under the Loan Agreement, shall be fully satisfied, paid and performed, then and in that event only all rights and obligations hereunder (except for the rights and obligations set forth in Section 3.03) shall terminate and the Mortgaged Property shall become wholly released and cleared of the liens, security interests, conveyances and assignments evidenced hereby. In such event Trustee and/or Mortgagee shall, at the request of Grantor, deliver to Grantor, in recordable form, all such documents as shall be necessary to release the Mortgaged Property from the liens, security interests, conveyances and assignments created or evidenced hereby.

ARTICLE VII Additional Provisions

SECTION 7.01. Provisions as to Payments Advances. To the extent that any part of the Obligations is used to pay indebtedness secured by any Permitted Encumbrance or other outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property or to pay in whole or in part the purchase price therefor, Trustee or Mortgagee shall be subrogated to any and all rights, security interests and liens held by any owner or holder of the same, whether or not the same are released. Grantor agrees that, in consideration of such payment by Trustee or Mortgagee, effective upon such payment Grantor shall and hereby does waive and release all demands, defenses and causes of action for offsets and payments with respect to the same.

SECTION 7.02. Severability. If all or any portion of any provision of this Mortgage or any other Loan Documents shall be held to be invalid, illegal or unenforceable in any respect or in any jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

SECTION 7.03. Notices. Any notice, demand, consent, approval, direction, agreement or other communication (any "Notice") required or permitted hereunder or under any other documents evidencing or securing the Note shall be in writing and shall be validly given if mailed by United States Mail, certified mail, return receipt requested, postage prepaid, or given by overnight express mail courier addressed as follows to the person entitled to receive the same:

(a) If to Grantor:

EZELL, L.L.C., E.E.E., L.L.C., W.C. EZELL, L.L.C., and J.C. EZELL, L.L.C.
108 West Hampton Place
Nashville, Tennessee 37205

(b) If to Mortgagee:

BANK OF AMERICA, N.A. D/B/A NATIONSBANK, N.A.
Private Bank (Attention: Cynthia M. Nofi)
600 Peachtree Street, NE
NationsBank Plaza 11th Floor
Atlanta, Georgia 30308-2213

(c) If to Trustee:

Danny Crotwell, Esq.
20 Eastgate Drive Suite, C
Brandon, Mississippi 39042

Kay B. Housch, Esq.
214 Second Avenue North
Nashville, Tennessee 37201

with a copy to Mortgagee at the address set forth in subsection (b) above.

Any notice shall be deemed to have been validly given hereunder when so made. Except as otherwise prohibited by applicable law, any person shall have the right to specify, from time to time, as its address or addresses for purposes of this Mortgage any other address or addresses upon giving three (3) days' notice thereof to each other person then entitled to receive notices or other instruments hereunder,

SECTION 7.04. Right to Deal. In the event that ownership of the Mortgaged Property becomes vested in a person other than Grantor, Trustee and Mortgagee may without notice to Grantor, deal with such successor or successors in interest with reference to this Mortgage or the Obligations in the same manner as with Grantor, without in any way vitiating or discharging Grantor's liability hereunder or for the payment of the Obligations and without being deemed to have consented to such vesting.

SECTION 7.05. Continuation of Lease.

(a) Upon the foreclosure of the lien created hereby on the Mortgaged Property, as herein provided, any leases or Tenant Leases then existing shall not be destroyed or terminated as a result of such foreclosure unless Mortgagee or any purchaser at a foreclosure sale shall so elect by notice to the lessee in question.

(b) If both the lessor's and the lessee's interest under any lease which constitutes a part of the Premises shall at any time become vested in any one person, this Mortgage and the lien and security interest created hereby shall not be destroyed or terminated by the application of the doctrine of merger and, in such event, Trustee and Mortgagee shall continue to have and enjoy all of the rights and privileges of Trustee and Mortgagee hereunder as to each separate estate.

SECTION 7.06. APPLICABLE LAW. THIS MORTGAGE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT THAT THE INTERNAL LAWS OF THE STATE OF GEORGIA (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS) SHALL GOVERN (i) THOSE TERMS AND CONDITIONS CONTAINED IN THE NOTE AND THE LOAN AGREEMENT WHICH ARE INCORPORATED BY REFERENCE HEREIN AND (ii) THE RESOLUTION OF ISSUES ARISING UNDER THE NOTE TO THE EXTENT THAT SUCH RESOLUTION IS NECESSARY TO THE INTERPRETATION OF THIS MORTGAGE.

SECTION 7.07. Provisions as to Covenants and Agreements. All of Grantor's covenants and agreements hereunder shall run with the land and time is of the essence with respect thereto.

SECTION 7.08. Matters to be in Writing. This Mortgage cannot be altered, amended, modified, terminated, waived, released or discharged except in a writing signed by the party against whom enforcement is sought,

SECTION 7.09. Submission to Jurisdiction. Without limiting the right of Mortgagee to bring any action or proceeding against the undersigned or its property arising out of or relating to the Obligations (an "Action") in the courts of other jurisdictions, Grantor hereby irrevocably submits to the jurisdiction of the state court or Federal court in each jurisdiction in which the Mortgaged Property is located, and Grantor hereby irrevocably agrees that any Action may be heard and determined in such state or federal court. Grantor hereby irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in the Jurisdiction. Grantor hereby irrevocably agrees that the summons and complaint or any other process in any Action in any Jurisdiction may be served by mailing to any of the addresses set forth herein or by hand delivery to a person of suitable age and discretion at any such address. Such service will be complete on the date such process is so mailed or delivered.

SECTION 7.10. Construction of Provisions. The following rules of construction shall be applicable for all purposes of this Mortgage and all documents or instruments supplemental hereto, unless the context otherwise requires:

(a) All references herein to numbered Articles or Sections or to lettered Exhibits are references to the Articles and Sections hereof and the Exhibits annexed to this Mortgage, unless expressly otherwise designated in context. All Article, Section and Exhibit captions herein are used for reference only and in no way limit or describe the scope or intent of, or in any way affect, this Mortgage.

(b) The terms "Include", "Including" and similar terms shall be construed as if followed by the phrase "without being limited to".

(c) The terms "Land", "Improvements", "Equipment", "Mortgaged Property" and "Premises" shall be construed as if followed by the phrase "or any part thereof".

(d) The term "Obligations" shall be construed as if followed by the phrase "or any other sums secured hereby, or any part thereof".

(e) Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa.

(f) The term "person" shall include natural persons, firms, partnerships, corporations and any other public and private legal entities.

(g) The term "provisions", when used with respect hereto or to any other document or instrument, shall be construed as if preceded by the phrase "terms, covenants, agreements, requirements, conditions and/or".

(h) The cover page of and all recitals set forth in, and all Exhibits to, this Mortgage are hereby incorporated in this Mortgage.

(i) All obligations of Grantor hereunder shall be performed and satisfied by or on behalf of Grantor at Grantor's sole cost and expense.

(j) The term "lease" shall mean "tenancy, subtenancy, lease or sublease", the term "lessor" shall mean "landlord, sublandlord, lessor and sublessor" and the term "lessee" shall mean "tenant, subtenant, lessee and sublessee".

(k) No inference in favor of or against any party shall be drawn from the fact that such party has drafted any portion hereof

(l) The term "Mortgagee and/or Trustee" shall be construed as if followed by the phrase "as applicable".

SECTION 7.11. Successors and Assigns. The provisions hereof shall be binding upon Grantor and the heirs, devisees, representatives, successors and permitted assigns of Grantor, including successors in interest of Grantor in and to all or any part of the Mortgaged Property, and shall inure to the benefit of Trustee, Mortgagee, the Lender, the holders of the Obligations and their respective heirs, successors, legal representatives, substitutes and assigns. Where two or more persons have executed this Mortgage, the obligations of such persons shall be joint and several.

SECTION 7.12. Counterparts. This Mortgage may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SECTION 7.13. Agency. Mortgagee may deal with the Mortgaged Property and may issue, or instruct Trustee to issue, as applicable, any release to be given hereunder pursuant to Section 6.01 or grant any consent or approval or take any other action, or instruct Trustee to take any other action, as applicable, required or permitted hereunder, without reference to or the approval of the holders of the Obligations, and any third party (including any title insurance company issuing a title insurance policy or a commitment to issue a title insurance policy, in connection with the Mortgaged Property) may conclusively rely on the due authority of Mortgagee or Trustee, if so instructed by Mortgagee, to do any or all of the foregoing.

SECTION 7.14. Usury Savings Clause. All agreements in this Mortgage and in the other Loan Documents are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement or acceleration of maturity of the Obligations or otherwise, shall the amount paid or agreed to be paid hereunder for the use, forbearance or detention of money exceed the highest lawful rate permitted under applicable usury laws. If, from any circumstance whatsoever, fulfillment of any provision of the Loan Documents, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent Jurisdiction may deem applicable hereto, then, *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity and if, from any circumstance whatsoever, Trustee or Mortgagee shall ever receive as interest an amount in excess of the amount yielded by the highest lawful rate, the receipt of such excess shall be deemed a mistake and shall be cancelled automatically or, if theretofore paid, such excess shall be credited against the principal amount of the Obligations to which the same may lawfully be credited, and any portion of such excess not capable of being so credited shall be rebated to Grantor.

ARTICLE VIII Provisions as to Trustee

SECTION 8.01. Trustee's Appointment. Trustee may resign by an instrument in writing addressed to Mortgagee, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Mortgagee. In case of the death, resignation, removal or disqualification of Trustee or if for any reason Mortgagee shall deem it desirable to appoint a substitute or successor Trustee to act instead of Trustee herein named or any substitute or successor Trustee, then Mortgagee shall have the right and is hereby authorized and empowered to appoint a successor Trustee, or a substitute Trustee, without other formality than appointment and designation in writing executed by Mortgagee, and the authority hereby conferred shall extend to the appointment of other successor and substitute Trustees successively until the Obligations have been paid in full or until the Mortgaged Property is sold hereunder. Such appointment and designation by Mortgagee shall be full evidence of the right and authority to make the same and of all facts therein recited. If Mortgagee is a corporation or a national banking association and such appointment is executed on its behalf by an officer of such corporation or national banking association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation, or national banking association. Upon the making of such appointment and designation all of the estate and title of Trustee in the Mortgaged Property shall vest in the named successor or substitute Trustee and it shall thereupon succeed to and shall hold, possess and execute all the rights, powers, privileges, immunities and duties herein conferred upon Trustee; but, nevertheless, upon the written request of Mortgagee or of the successor or substitute Trustee, Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute Trustee all of the estate and title of Trustee so ceasing to act in and to the Mortgaged Property, together with all the rights, powers, privileges, immunities and duties herein conferred upon Trustee, and shall duly assign, transfer and deliver any of the properties and monies held by said Trustee hereunder to said successor or substitute Trustee. All references herein to Trustee shall be deemed to refer to Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder. Except as otherwise required by applicable law, Trustee shall not perform any act or omit to act hereunder unless, prior to such act or omission, Mortgagee delivers to Trustee direction to so act or not to act. Grantor hereby ratifies and confirms any and all acts which Trustee herein named or its successor or successors, substitute or substitutes in this trust, shall do lawfully by virtue hereof.

SECTION 8.02. Exculpation of Trustee for Acts in Good Faith. Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances

whatsoever, except for Trustee's negligence or willful misconduct. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All monies received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by it hereunder.

ARTICLE IX
Fixture Filing

SECTION 9.01. Fixture Filing. A portion of the Mortgaged Property is or is to become fixtures upon the Premises. To the extent permitted by applicable law, Grantor covenants and agrees that the filing of this Mortgage in the real estate records of the county in which the Mortgaged Property is located shall also operate from the time of filing as a fixture filing with respect to all goods constituting part of the Mortgaged Property which are or are to become fixtures related to the real estate described herein. For such purpose, the following information is set forth:

(a) Name and Address of Debtor:

EZELL, L.L.C., E.E.E., L.L.C., W.C. EZELL, L.L.C., and J.C. EZELL, L.L.C.
108 West Hampton Place
Nashville, Tennessee 37205

(b) Name and Address of Secured Party:

BANK OF AMERICA, N.A. D/B/A NATIONSBANK, N.A.
Private Bank
600 Peachtree Street, NE
NationsBank Plaza 11th Floor
Atlanta, Georgia 30308-2213

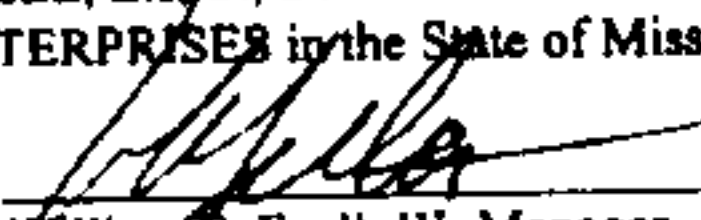
(c) This document covers goods which are or are to become fixtures and this document is to be filed in the real estate records.

(d) The record owner is Grantor to the extent of the Land described in Exhibit A.

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage to be duly executed, sealed and delivered by their proper and duly authorized officers as of the day and year first above written.

GRANTOR:

EZELL, L.L.C., a Nevada limited liability company (d/b/a EZELL ENTERPRISES in the State of Mississippi)

By:  (Seal)
William E. Ezell, III, Manager

E.E.E., L.L.C., a Nevada limited liability company

By:  (Seal)
William E. Ezell, III, Manager

W.C. EZELL, L.L.C., a Nevada limited liability company

By:  (Seal)
William E. Ezell, III, Manager

J.C. EZELL, L.L.C., a Nevada limited liability company

By:  (Seal)
William E. Ezell, III, Manager

(NOTARY ACKNOWLEDGMENT ON NEXT PAGE)

Alabama Acknowledgment

STATE OF GEORGIA
COUNTY OF GWINNETT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William E. Ezell, III whose name as Manager of Ezell, L.L.C. a Nevada limited liability company, E.E.E., L.L.C. a Nevada limited liability company, J.C. EZELL, L.L.C. a Nevada limited liability company and W.C. EZELL, L.L.C. a Nevada limited liability company, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, William E. Ezell, III an as such Manager and with full authority executed the same voluntarily for and as the act of said limited liability companies on the day the same bears date.

Given under my hand and official seal this the 29th day of July, 1999.

Corry Ann Grigg
Notary Public



EXHIBIT A

All that tract or parcel of land located in Tuscaloosa County, Alabama, and being more particularly described as follows:

Start at the NE corner of Lot 11 of the Martha Caroline Albright Survey, as recorded in Plat Book 6 at Page 9 in the Probate Office of Tuscaloosa County, Alabama; thence run in a Westerly direction and along the North boundary of said Lot 11 for a distance of 184.89 ft. to the point of beginning; thence continue in a Westerly direction and along the North boundary of Lot 11 for a distance of 280.44 ft. to a point, said point lying on the East boundary of the U.S. 82 By-Pass; thence with a deflection angle of 97 degrees 45 minutes to the left, run in a Southerly direction and along the East boundary of Lot 11 for a distance of 70.0 ft. to a point; thence with a deflection angle of 82 degrees 15 minutes to the left, run in an Easterly direction for a distance of 270.64 ft. to a point; thence with a deflection angle of 89 degrees, 42 minutes to the left, run in a Northerly direction for a distance of 69.36 ft. to the point of beginning.

Located at: 3421 McFarland Blvd. E. & I-59
Tuscaloosa, AL 35401

EXHIBIT "A"

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 9, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama; thence run South 5 degrees 17 minutes 30 seconds East along the East line of said Southeast Quarter of Northeast Quarter (SE 1/4 of NE 1/4) for 504.63 feet to a point on the Southerly right of way line of U.S. Highway No. 82; thence to the right with a deflection angle of 113 degrees 18 minutes 00 seconds and run North 71 degrees 59 minutes 30 seconds West along said Southerly right of way line for 53.47 feet to a point; thence to the left with an interior angle of 90 degrees 00 minutes 00 seconds and run South 18 degrees 00 minutes 30 seconds West for 15 feet to a point; thence to the right with an interior angle of 270 degrees 00 minutes 00 seconds and run North 71 degrees 59 minutes 30 seconds West for 27.11 feet to the point of beginning; thence continuing North 71 degrees 59 minutes 30 seconds West for 75.08 feet to the Northeast corner of the Catalina Motel property; thence to the left with an interior angle of 87 degrees 23 minutes 00 seconds and run South 15 degrees 23 minutes 30 seconds West for 194.39 feet along the Easterly line of said Motel property to the Southeast corner of said property on the North line of 32nd Street; thence to the left with an interior angle of 79 degrees 35 minutes 02 seconds and run South 85 degrees 01 minutes 28 seconds East for 76.26 feet; thence to the left with an interior angle of 100 degrees 24 minutes 58 seconds and run North 15 degrees 23 minutes 30 seconds East for 177.17 feet to the point of beginning, being in the County of Tuscaloosa, State of Alabama.

SOURCE OF TITLE: Deed from Lea E. Faulkner to Trustop Enterprises, Inc. as recorded in Deed Book 817, at Page 650 in the Probate Office of Tuscaloosa County, Alabama.

Located at: U.S. 82 By-Pass W. & Alabama 69
Northport, AL 35476

EXHIBIT "A"

Unit No. 152, Manchester, Coffee County, Tennessee:

Land near the city of Manchester, Coffee County, Tennessee, as shown on Plat of record in Trust Deed Book 145, page 469, and being more particularly described as follows:

TO REACH THE POINT OF BEGINNING from the intersection of the northwesterly margin of U. S. 41, State Route No. 2, and the westerly margin of Expressway Drive; thence with said westerly margin, north 22 degrees, 38 minutes east, a distance of 200 feet to an iron pin, to the northeasterly corner of Lot 2, Section 1, Expressway Park, the point of beginning; thence with the northerly line of Lot 2; north 67 degrees 22 minutes west a distance of 200 feet to an iron pin; thence north 22 degrees 38 minutes east a distance of 100 feet to an iron pin; thence south 67 degrees 22 minutes east a distance of 174.13 feet to an iron pin on the westerly margin of Expressway Drive; thence with the same in a southerly direction with a 206.18 foot radius curve to the right, a distance of 104.40 feet to the beginning, and containing 19,160 square feet or 0.44 acres, more or less.

Being the same property conveyed to Treetop Enterprises, Inc., a Tennessee corporation, by Deed from Faisue Properties, a partnership, of record in Book 182, page 630, Register's Office for Coffee County, Tennessee.

• Located at: I-24 & U.S. 41
Manchester, TN 37355

EXHIBIT "A"

Begin at the northeast corner of the southeast quarter of the southeast quarter of Section 10, Township 10, Range 14, Butler County, Alabama; run then North 88 degrees 13 minutes West 1,285.0 feet to a concrete market, said marker being the point of beginning of the herein described real property; run thence South 01 degrees 47 minutes west 90.0 feet to a concrete market; thence north 88 degrees 13 minutes west 178.7 feet to a concrete market on the east right of way line of Alabama Highway Number 185; run thence north 11 degrees 24 minutes west along said right of way 92.4 feet to an iron pin; thence south 88 degrees 13 minutes east 200.0 feet to the point of beginning; situated, lying and being in the south one-half of the southeast quarter of Section 10, Township 10, Range 14, Greenville, Butler County, Alabama, and containing 17,041.5 feet, more or less.

Located at: I-65 & Alabama Hwy. 185
Greenville, AL 36037

EXHIBIT "A"

Unit No. 215. Sparra Road, Cookeville, Putnam County, Tennessee

Beginning at a point in the north margin of a 40 foot access road that parallels Interstate 40, also being the southeast corner of Texaco, Inc.; thence north 14 degrees 30 minutes east 215.5 feet to Texaco, Inc., northeast corner; thence south 84 degrees 25 minutes east 95.00 feet; thence south 14 degrees 30 minutes west 215.5 feet to the said access road; thence north 84 degrees 25 minutes west 95 feet to the beginning.

Being the same property conveyed to Treetop Enterprises, Inc., by Deed from William Doyle Tidwell, Sr., and THT Foods, Inc., Profit Sharing Trust, by Deed of record in Volume 282, page 449, Register's Office for Putnam County, Tennessee.

Located at: I-40 & State Hwy. 42
Cookeville, TN 38501

EXHIBIT "A"

All that tract or parcel of land lying and being in the South 99.03 feet of Lot 10, Block A, of Nickerson's Addition to Alabaster, as recorded in Map Book 3, Page 61, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Beginning at the Southwest corner of said Lot 10; thence, running North 3 degrees 56 minutes West along the West line of said lot for 99.03 feet; thence 91 degrees 41 minutes right (recorded 92 degrees 0 minutes) and running North 87 degrees 45 minutes East and parallel with the South line of said lot for 145.0 feet to a point on the East line of said Lot 10; thence 88 degrees 19 minutes right (recorded 88 degrees 0 minutes) and running South 3 degrees 56 minutes East along the East line of said Lot 10 for 99.03 feet to the Southeast corner of said Lot 10; thence 91 degrees 42 minutes right (recorded 92 degrees 0 minutes) and running South 87 degrees 45 minutes West along the South line of said Lot 10 for 145.0 feet to the point of beginning. Situated in the Town of Alabaster, Shelby County, Alabama.

Located at: I-65 & U.S. 31
Alabaster, AL 35007

EXHIBIT A

A Tract of land in Rutherford County, Tennessee, as shown on Section III Interchange City Industrial Park, as of record in Plat Book 3, page 94, Register's Office of Rutherford County, Tennessee, and described by survey of Hart Freeland Roberts, Inc., dated May 8, 1973, as follows:

Starting at the point of intersection of the west right-of-way of Waldron Road with the north right-of-way of proposed Enterprise Blvd; thence proceeding with the north right-of-way of proposed Enterprise Blvd. south 89 degrees 26 minutes west a distance of 200.00 feet to the point of beginning; thence continuing with said right-of-way south 89 degrees 26 minutes west a distance of 100.00 feet to a point; thence departing said right-of-way and proceeding north 0 degrees 34 minutes west a distance of 200.00 feet to a point; thence north 89 degrees 26 minutes east a distance of 100.00 feet to a point; thence south 0 degrees 34 minutes east a distance of 200.00 feet to the point of beginning, containing 0.46 acres, more or less.

Being the same property conveyed to Treetop Enterprises, Inc., a Tennessee corporation by deed from Treetop Enterprises, Inc., Profit Sharing Plan and Trust, by its Trustees, Nathaniel P. Harris, Jr., and William E. Ezell, III of record in Book 319, page 963, said Register's Office.

TRACT NO. 2

A tract of land in the City of LaVergne, Rutherford County, Tennessee, and being north of Enterprise Boulevard and west of Waldron Road and being more fully described according to a survey dated August 5, 1983, prepared by Theodore L. Martin, Jr. as follows:

Beginning at an iron pin on the west right-of-way of Waldron Road at the northeast corner of Lot No. 1, Section 7, Interchange City Industrial Park as evidenced in Plat Book 5, page 63, Register's Office for Rutherford County, Tennessee; thence, south 89 degrees 26 minutes west, a distance of 195.22 feet with the north line of Lot No. 1 and Lot No. 2 to an iron pin in the east line of Lot No. 1, Section 3, Interchange City Industrial Park as evidenced in Plat Book 3, page 94, Register's Office for Rutherford County, Tennessee; thence north 0 degrees 34 minutes west a distance of 60.00 feet with the east line of Lot No. 1, Section 3, to an iron pin; thence north 89 degrees 26 minutes east, a distance of 193.78 feet severing the lands of McDowell Development Corporation to an iron pin on the west right-of-way of Waldron Road; thence, south 8 degrees 21 minutes 36 seconds west, a distance of 3.23 feet with the west right-of-way of Waldron Road to a disturbed concrete highway monument; thence, South 2 degrees 31 minutes 24 seconds East, a distance of 56.84 feet with the west right-of-way of Waldron Road to the point of beginning and containing 11,653 square feet.

Being the same property conveyed to Treetop Enterprises, Inc. by deed from McDowell Development Corporation, a Tennessee corporation of record in Book 323, page 658, said Register's Office.

Located at: Enterprise Blvd. & I-24
LaVergne, TN 37086

EXHIBIT "A"

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 4, Township 11 South, Range 3 West; thence North $2^{\circ}42'$ West a distance of 394.7 feet to a point; thence North $71^{\circ}45'$ West a distance of 736.4 feet to the right-of-way line of Alabama Highway No. 69; thence North $30^{\circ}58'$ East along said right-of-way a distance of 100 feet to the Point of Beginning of the herein described parcel; thence North $30^{\circ}58'$ East along said right-of-way 75.35 feet to an Iron Pin; thence North $58^{\circ}58'$ West a distance of 40 feet to an Iron Pin; thence North $32^{\circ}54'$ East run the arc of a 2° curve having a chord distance of 20 feet to an Iron Pin; thence South $67^{\circ}06'$ East a distance of 200 feet to an Iron Pin; thence South $30^{\circ}58'$ West a distance of 95 feet to an Iron Pin; thence North $69^{\circ}10'$ West a distance of 162.8 feet to the true point of beginning. Situated, lying and being in Cullman County, State of Alabama.

An easement for sewer purposes more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 4, Township 11 South, Range 3 West; thence North $2^{\circ}42'$ West a distance of 394.7 feet to a point; thence North $71^{\circ}45'$ West a distance of 736.4 feet to the right-of-way line of Alabama Highway No. 69; thence North $30^{\circ}58'$ East along said right-of-way a distance of 100 feet; thence North $30^{\circ}58'$ East along said right-of-way 75.35 feet to an Iron Pin; thence North $58^{\circ}58'$ West a distance of 40 feet to an Iron Pin; thence North $32^{\circ}54'$ East run the arc of a 2° curve having a chord distance of 20 feet to an Iron Pin; thence South $67^{\circ}06'$ East a distance of 200 feet to an Iron Pin; thence South $30^{\circ}58'$ West a distance of 10 feet to the beginning and center line of a 10 foot wide easement being 5 feet each side of the following described center line; South $55^{\circ}02'$ East 400.63 feet to the center of an existing drainage ditch. Situated, lying and being in Cullman County, State of Alabama.

Located at: Alabama 69 & I-65
Cullman, AL 35055

EXHIBIT "A"

Unit No. 472, Longhollow Pike, Nashville, Davidson County,
Tennessee:

A tract of land in the Second Civil District of Metropolitan
Nashville-Davidson County, Tennessee, being more fully described
as follows:

Being Lot No. 8 on the Final Plat of Northgate Industrial Park, Section 7, of
record in Book 5800, page 107, Register's Office for Davidson County, Tennessee, to
which plat reference is here made for a more complete description of said lot.

Being the same property conveyed to Trestop Enterprises, Inc., by deed from
Parthenon, Inc. of record in Book 5956, page 484, said Register's Office.

Located at: 941 Conference Drive
Goodlettsville, TN 37072

EXHIBIT "A"

Unit No. 473, Sidco Drive and Elysian Fields Road, Nashville,
Davidson County, Tennessee:

Being a parcel of land in the First Civil District, Davidson County, Tennessee, located in the southwest quadrant of Sidco Drive and Elysian Fields Road, being Lot No. 4 shown on South Plaza of record in Book 5200, page 289, Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point in the westerly margin of Sidco Drive, as widened, said point being the south end of a 25 foot radius return into Elysian Fields Road and being 25.32 feet south of the southerly margin of said road;

Thence, with said margin of Sidco Drive south 7 degrees 8 minutes east 136.68 feet; thence, leaving said drive at right angles south 82 degrees 52 minutes west, 103.00 feet; thence, at right angles and 103.00 feet distant from and parallel to said Sidco Drive north 7 degrees 8 minutes west, 159.79 feet to the southerly margin of Elysian Fields Road; thence, with said margin in an easterly direction with a curve to the right 72.34 feet, said curve having a radius of 2,849.86 feet, a central angle of 1 degree 27 minutes 16 seconds and a tangent distance of 16.17 feet; thence, continuing with said margin north 82 degrees 9 minutes east, 5.38 feet; thence, in a southeasterly direction with a curve to the right having a radius of 25.00 feet, a central angle of 90 degrees 43 minutes 00 seconds, a tangent distance of 25.32 feet, with arch of said curve 39.58 feet to the point of beginning.

Containing 16,459 square feet or 0.38 acres, more or less.

Located at: 4301 Sidco Drive & I-65
Nashville, TN 37204

EXHIBIT "A"

Commence at the Southwest corner of the Southwest 1/4 of Northwest 1/4, Section 20, Township 6 North, Range 16 East, Meridian, Lauderdale County, Mississippi; thence North 0 degrees 34 minutes West 147.87 feet to a point; thence North 89 degrees 25 minutes East 121.51 feet to the point of beginning of the herein described land; thence North 0 degrees 34 minutes West 127.21 feet to a point; thence North 12 degrees 17 minutes East 94.0 feet to a point; thence South 77 degrees 40 minutes East 140.87 feet to a point; thence South 12 degrees 17 minutes West 42.0 feet to a point; thence South 89 degrees 25 minutes West 40.0 feet to a point; thence South 11 degrees 59 minutes West 150.0 feet to a point; thence South 89 degrees 25 minutes West 76.28 feet to the point of beginning; being part of Lot 7, Block 4, Mountain View Subdivision, and part of Lots 4, 5, 6 and 7, Hamilton Park Addition, No. 2, of part of the Southwest 1/4 of Northwest 1/4, Section 20, Township 6 North, Range 16 East, Meridian, Lauderdale County, Mississippi.

AND ALSO: An easement for sign purposes described as follows, to-wit:

✓ Commence at the Southwest corner of the Southwest 1/4 of Northwest 1/4, Section 20, Township 6 North, Range 16 East, Meridian, Lauderdale County, Mississippi; thence North 0 degrees 34 minutes West 147.87 feet to a point; thence North 89 degrees 25 minutes East 121.51 feet to a point; thence North 0 degrees 34 minutes West 127.21 feet to a point; thence North 12 degrees 17 minutes East 56.0 feet to the point of beginning of an easement for a sign; thence North 44 degrees 50 minutes West 36.47 feet to a point; thence North 45 degrees 10 minutes East 10.0 feet to a point; thence South 44 degrees 50 minutes East 30.0 feet to a point; thence South 12 degrees 17 minutes West 11.91 feet to the point of beginning; being a part of Lot 7, Block 4, Mountain Subdivision and part of Lot 7, Hamilton Park Addition No. 2 of part of the Southwest 1/4 of Northwest 1/4, Section 20, Township 6 North, Range 16 East, Meridian, Lauderdale County, Mississippi.

Located at: 1208 Roebuck Dr.
Meridan, MS 39301

EXHIBIT "A"

Unit No. 483, I-65 and Highway 96, Franklin, Williamson County,
Tennessee:

Land in the 9th Civil District of Williamson County, Tennessee, beginning at a concrete monument at the Southwest intersection of relocated Tennessee Highway 96 and U. S. Highway I-65; thence north 73 degrees 33' west 310.0 feet to an iron pin in the south margin of said relocated Highway 96, the point of beginning; thence with the margin of relocated Highway 96, north 73 degrees 33' west 111.4 feet to an iron pin; thence leaving said Highway 96 south 9 degrees east 200 feet to an iron pin; thence south 73 degrees 00' east 108.18 feet to an iron pin at the southwest corner of the Shell Service Station property; thence north 8 degrees 01' 25" west, 199.67 feet to the point of beginning; being 0.476 acres, more or less, as shown on a survey plat, dated, March 3, 1976, prepared by Stanford and Associates, Inc., registered surveyors, for the proposed Omelet Shoppe.

Together with an 18 foot wide perpetual easement running across the remainder of Grantor's land to the south of the above described property, for ingress and egress from the above described property to Old Highway 96, with the right vested in Grantee, its successors and assigns, to pave and maintain said easement. The exact location of said easement shall be mutually determined by Grantor and Grantee after Grantee has finalized its plans for the improvement of the above described property.

Together with an easement for the erection and maintenance of an Omelet Shoppe Sign, described as follows:

Beginning at a point in the west margin of Highway I-65, the southeast corner of property conveyed to Mrs. Edward C. Kennedy from Shell Oil Company by deed of record in Book 252, page 710, Register's office for Williamson County, Tennessee; thence westwardly with the north margin of Old Highway 96 a distance of 40 feet; thence north and parallel with the west margin of Highway I-65 a distance of 40 feet; thence in an eastwardly direction and parallel to the north margin of Old Highway 96 a distance of 40 feet to the west margin of Highway I-65; thence in a southeastwardly direction with the margin of Highway I-65 a distance of 40 feet to the point of beginning.

Being the same property conveyed to Treetop Enterprises, Inc., a Tennessee corporation, by Warranty Deed recorded in Book 448, page 689, in the Register's Office of Williamson County, Tennessee.

Located at: I-65 & U.S. 96
Franklin, TN 37064

EXHIBIT "A"

Unit No. 485, West Trinity Lane, Nashville, Davidson County,
Tennessee

Being Lot No. 2 on the Plan of the Resubdivision of Lot No. 1, Texaco Park, of record in Book 5190, page 14, Register's Office for said county, to which reference is here made.

Being the same property conveyed to Treetop Enterprises, Inc. by Deed from Themis G. Poulos Cramer of record in Book 1088, page 532, Register's Office for Davidson County, Tennessee.

Located at: 228 W. Trinity Lane & I-65
Nashville, TN 37207

EXHIBIT A

Land situated in the 13th Civil District of Rutherford County, Tennessee, and described according to survey of W. Henry Huddleston, III, Civil Engineer, made February 19, 1971, as follows:

Beginning at an iron pipe in the west line of proposed Oliver Drive, North 10 degrees 30 minutes East, 189.2 feet from the north line of the State Highway No. 96 Frontage Road and at the northeast corner of the Humble Oil Company lot; thence North 79 degrees 30 minutes West 175.0 feet along Humble's north line to an iron pipe; thence South 10 degrees 30 minutes West, 175.2 feet along Humble's west line to an iron pipe in the north line of Frontage Road; thence North 70 degrees 18 minutes West, 90.2 feet along said north line to a steel pin; thence westward 63.9 feet along said north line on a 7.2663 degree curve to the right on a deflection of 27 degrees 06 minutes to a steel pin in Alsup's east line; thence North 0 degrees 05 minutes West 663.1 feet along Alsup's east line to a steel pin; thence South 79 degrees 30 minutes East, 447.4 feet to a steel pin in the west line of the proposed Oliver Drive; thence South 10 degrees 30 minutes West, 504.0 feet along said west line to the point of beginning being an area of 5.25 acres.

Being the same property conveyed to Treetop Enterprises, Inc. by deed from Commerce Union Bank, a Tennessee banking corporation of record in Deed Book 318 page 382, said Register's Office.

Located at: SR 96 & I-24
Murfreesboro, TN 37130

Unit No. 1, Highway 70 and I-40, Nant. Co. Davidson County,
Tennessee;

Land in the Ninth Civil District, County of Davidson, State of
Tennessee, more particularly described as follows:

located at:

I-40 & U.S. 70 S.
Nashville, Tn 37221

Beginning at an iron stake beside a broken concrete monument,
said stake being in the northerly margin of U. S. 70-S, State
Route 1, the Memphis-Bristol highway, and south 53 degrees 12
minutes east a distance of 275.20 feet from a concrete highway
monument at the northeasterly intersection of U. S. 70-S and
Interstate Highway I-40; thence north 15 degrees 5 minutes east a
distance of 200.0 feet to an iron stake; thence south 53 degrees
12 minutes east a distance of 225.00 feet to an iron stake;
thence south 15 degrees 5 minutes west a distance of 200.00 feet
to an iron stake in the northerly margin of U. S. 70-S; thence
north 53 degrees 12 minutes west a distance of 225.00 feet to the
beginning. Being the same property conveyed to Treetop
Enterprises, Inc., a Tennessee corporation, by Deed from Chevron
U.S.A., Inc., a California corporation (successor to Chevron Oil
Company), by Deed of record in Book 6486, page 296, Register's
Office for Davidson County, Tennessee.

Together with an easement for sewerage lines acquired by Chevron
Oil Company (now Chevron U.S.A., Inc.) from Gail S. Tater and
wife, Frances W. Tater, by Deed of easement dated January 25,
1972, and recorded in Book 4571, page 799, in the Register's
Office for Davidson County, Tennessee, over and across a tract of
land in the Ninth Civil District of Davidson County, Tennessee,
more particularly described as follows:

Beginning at a point in the northerly line of Chevron Oil site.
Said point being north 53 degrees 12 minutes west, 26.0 feet from
the northeasterly corner of said Chevron Oil site. Thence south
87 degrees 23 minutes east, 107.2 feet. Thence south 65 degrees
53 minutes east, 125.0 feet. Thence south 39 degrees 7 minutes
west, 125.0 feet. Thence north 45 degrees 53 minutes west, 175.0
feet to a point in the easterly line of Chevron Oil site. Thence
north 15 degrees 5 minutes east, 16 feet to the northeast corner
of Chevron Oil site. Thence north 53 degrees 12 minutes west,
26.0 feet to the point of beginning.

Together with an easement for an ingress/egress driveway
connecting the entrance drives of Treetop Enterprises, Inc. and
Gate Petroleum Company described as follows:

Beginning at an iron pin in the north right-of-way line of U. S.
Highway 70-S, said pin being a common corner of Treetop
Enterprises, Inc. and Gate Petroleum Company;

Thence with the north right-of-way line of U. S. Highway 70-S,
north 53 degrees 12 minutes 0 seconds west, 18.50 feet to a
point;

Thence leaving U. S. Highway 70-S, north 17 degrees 10 minutes 13
seconds east, 25.48 feet to a point;

Thence south 53 degrees 12 minutes 0 seconds east, 17.50 feet to
a point in the property line between Gate Petroleum Company and
Treetop Enterprises, Inc.;

Thence with the common line between Gate Petroleum Company and
Treetop Enterprises, Inc., south 15 degrees 5 minutes 0 seconds
west, 25.83 feet to the point of beginning. Containing 912
square feet, more or less, such easement being of record in Book
6434, page 257, Register's Office for Davidson County,
Tennessee.

EXHIBIT "A"

To reach the point of beginning from the intersection of the East side of Ann Street and the North side of Third Street in the City of Montgomery, Alabama, run North 2 degrees 15 minutes West along the East side of Ann Street 250.0 feet; thence North 87 degrees 43 minutes East 266.8 feet to the point of beginning; thence from the point of beginning run South 87 degrees 43 minutes West along the North side of Zelda Road 103.75 feet to the beginning of a curve to the right having a central angle of 65 degrees 22 minutes 20 seconds and a radius of 146.0 feet; thence Northwesterly along said curve to a point on the South property line of the Gulf Oil Company station, one chord being North 59 degrees 35 minutes 49 seconds West 157.20 feet; thence North 5 degrees 59 minutes East 1.75 feet; thence North 87 degrees 36 minutes East along said property 200.0 feet; thence North 87 degrees 43 minutes East 37.45 feet to the property of the Econo Lodge; thence South 1 degree 27 minutes 47 seconds East along said property 87.3 feet to the point of beginning, the said land being Lot B according to the Plat No. 4 of Southwest Part of Lot 41, Primrose Heights, as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 28, at Page 113, and additional property East and South thereof, and being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East, Montgomery City and County, Alabama, and containing 17,475.969 square feet, or 0.401 acres, more or less.

Said Parcel also being described as Lot BB, according to the Replat of Plat No. 4 of Southwest Part of Lot 41, Primrose Heights and the Southwest corner of Lot A of Matador Plat No. 1, and additional property Southwest thereof in Southwest Quarter of Section 16, Township 16 North, Range 18 East, as said Replat appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 33, at Page 127.

TOGETHER with a non-exclusive easement for ingress, egress and parking across the following described property:

Commence at the intersection of the Southwest corner of Lot A, according to the Plat of Matador Plat No. 1, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 24, at Page 139, and Zelda Road; thence North 02 degrees 17 minutes West 87.3 feet; thence North 05 degrees 59 minutes East 200.00 feet; thence continue North 05 degrees 59 minutes East to the Northern boundary of said Lot A; thence run Easterly along the Northern boundary of said Lot A a distance of 70 feet; thence turn and run South to Zelda Road; thence run West along the North right-of-way of Zelda Road to the point of beginning.

Less and except therefrom the following described property:

To reach the point of beginning from the intersection of the East side of Ann Street and the North side of Third Street in the City of Montgomery, Alabama, run North 02 degrees 15 minutes West along the East side of Ann Street 250.0 feet; thence North 87 degrees 43 minutes East 230.6 feet to the point of beginning; thence from the point of beginning run North 02 degrees 17 minutes West 87.3 feet; thence North 87 degrees 43 minutes East 37.45 feet; thence South 01 degree 27 minutes 47 seconds East 87.3 feet to the North side of Zelda Road; thence South 87 degrees 43 minutes West along Zelda Road 36.2 feet to the point of beginning, the said land being in part of Lot 41, according to the Plat of Primrose Heights as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 4, at Page 58, and being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East, Montgomery City and County, Alabama.

TOGETHER with an easement for sign across the following described property:

Beginning at the Southeast corner of Lot A, according to the Replat of the Northwest corner of Lot 41 of Primrose Heights as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 24, at Page 114, and running thence North 05 degrees 59 minutes East along said Lot A, 200.0 feet; thence North 87 degrees 43 minutes East 15.16 feet; thence South 05 degrees 59 minutes West 200.0 feet; thence South 87 degrees 43 minutes West 15.16 feet to the point of beginning, the said land being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East, Montgomery County, Alabama, and containing 3000.0 square feet, or 0.069 acres, more or less.

Located at: 2615 Zelda Road
Montgomery, AL 36107

EXHIBIT 'A'

Lot A-2, according to the Map of the Replat of Fifth Quarter Plat No. 1, as said replat is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 33, Page 142.

Located at: 5180 Carmichael Road
Montgomery, AL 36106

EXHIBIT "A"

Lot 2, according to the plat of Bill G. King Subdivision, Madison Alabama, as recorded in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 15, page 79, which is also described as follows:

All that part of the Southeast quarter of Section 20, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, more particularly described as beginning at an iron stake on the southerly right of way for Alabama Highway 20, said point of true beginning is further described as being West 40.00 feet; South 05 degrees 53 minutes West, 222.36 feet; South 63 degrees 18 minutes West 657.98 feet; and South 26 degrees 42 minutes East, 175.00 feet from the center of the East boundary of Section 20, Township Madison South, Range 2 West; thence from the point of true beginning, North 63 degrees 18 minutes East, along the southerly margin of Alabama Highway 20, 80.00 feet to a point; thence South 26 degrees 42 minutes East, 150.00 feet to a point; thence South 63 degrees 18 minutes West, 80.00 feet to an iron stake; thence North 26 degrees 42 minutes West, 150.00 feet to the point of true beginning.

ALSO, a perpetual, non-exclusive easement for ingress, egress and parking on the east 40 feet of Lot 1, according to the plat of Bill G. King Subdivision, Madison, Alabama, as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 15, Page 79, by a deed recorded in Deed Book 666, Page 1156, Bill G. King as Grantor granted to Treetop Enterprises, Inc., as Grantee, the right to construct and maintain, at Grantee's expense a 25-foot wide driveway connecting Grantor's and Grantee's parking lots, in a location mutually acceptable to both parties.

Located at: 8979 Highway 20, West
Madison, AL 35758

EXHIBIT "A"

Unit No. 584, Elm Hill Pike, Nashville, Davidson County,
Tennessee:

Being a parcel of land situated in Nashville, Davidson County, Tennessee, said parcel being a portion of the M. Lynn Garrett property as of record in Deed Book 3279, page 129, Register's Office for Davidson County, Tennessee and being more particularly described by metes and bounds as follows:

Beginning at a point in the northerly margin of Elm Hill Pike (120 foot right-of-way) said point being the southeast corner of Lot One, The Atrium, Phase One, as of record in Book 5200, page 338, Register's Office for Davidson County, Tennessee, said point also being the southwest corner of the property herein described; thence with said margin of Elm Hill Pike, north 84 degrees 27 minutes 22 seconds east a distance of 70.00 feet to a point; thence north 12 degrees 4 minutes 42 seconds east a distance of 273.18 feet to a point; thence north 77 degrees 48 minutes 30 seconds west a distance of 71.10 feet to a point; thence south 11 degrees 19 minutes 23 seconds west a distance of 301.97 feet to the point of beginning and containing 0.45 acres of land, more or less.

Being the same property conveyed to Treetop Enterprises, Inc., by Deed from M. Lynn Garrett and wife, Gladys S. Garrett, of record in Book 4932, page 367, Register's Office for Davidson County, Tennessee.

Located at: 2340 Elm Hill Pike
Nashville, TN 37210

EXHIBIT A

Being property located in the First Civil District of Cumberland County, Tennessee, and being described as follows:

BEGINNING on a concrete R.O.W. marker in the Eastern R.O.W. of a controlled access into the property now belonging to Ben Lamb and Richard H. Phillips, said R.O.W. marker being North 86 deg. 52 min. 3¹/₄ sec East 62.74 feet from a concrete R.O.W. in the Eastern R.O.W. of U.S. Highway 127 North and South 16 deg 11 min 01 sec East 429.07 feet from a concrete R.O.W. marker where the Eastern R.O.W. of U.S. Highway 127 North intersects the Southern R.O.W. of Interstate 40; thence leaving the said controlled access North 86 deg 52 min 3¹/₄ sec East (Tenn. Grid) 200.00 feet to an iron pin; thence South 14 deg 31 min 47 sec East 122.44 feet to an iron pin; thence South 86 deg. 52 min 3¹/₄ sec West 85.24 feet to a bolt in the pavement, a corner of Cumberland Energy, Inc.; thence with the line of the same North 50 deg 19 min 06 sec West 49.24 feet to a bolt in the pavement and South 73 deg 28 min 45 sec West 104.11 feet to a bolt in the pavement in the aforementioned controlled access; thence with said access line North 21 deg 52 min 39 sec East 45.00 feet to an iron pin; thence continuing with said access line North 15 deg 20 min 13 sec West 77.00 feet to the BEGINNING. Containing .513 acres, more or less.

TOGETHER with a 30-foot wide mutual, perpetual easement for sign, access, and utilities as more particularly described as follows:

BEGINNING on an iron pin in the Southern line of Ben Lamb, said pin being the Northeast corner of the above described .513 acre tract; thence with the lines of Lamb North 86 deg 52 min 3¹/₄ sec East (Tenn Grid) 129.96 feet to an iron pin and North 07 deg 10 min 24 sec West 336.06 feet to an iron pin in the Southern R.O.W. of Interstate 40; thence with the line of the same South 71 deg 21 min 57 sec East 33.32 feet to a point; thence leaving the Southern R.O.W. line of Interstate 40 South 07 deg 10 min 24 sec East 353.75 feet to a point; thence South 86 deg 52 min 3¹/₄ sec West 156.11 feet to a point in the Eastern line of the above described .513 acre; thence with the line of the same North 14 deg 31 min 47 sec West 30.60 feet to the BEGINNING.

Located at: 3116 N. Main Street
Crossville, TN 38555

EXHIBIT "A"

Lot 1, according to the Survey of Vestavia Waffle House, as recorded in Map Book 155, Page 28, in the Probate Office of Jefferson County, Alabama.

Located at: 3023 Columbiana Road
Vestavia Hills, AL 35216

EXHIBIT "A"

A part of the Northwest Quarter of the Southeast Quarter (NW1/4 of the SE1/4) of Section 12, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as commencing at a point of the East right-of-way line of Oak Grove Public Road (Westover Drive), said point being 172 feet North of and 137 feet East of the Southwest Corner of said Northwest Quarter of the Southeast Quarter and thence run North 00°49' East along said right-of-way line of said road for 668 feet to and for the Point of Beginning, thence continue North 00°49' East along said right-of-way line of said road for 40 feet to the intersection with the South right-of-way line of U.S. Highway No. 98, thence run North 48°15' East along the South right-of-way line of U.S. Highway 98 for 236.3 feet, thence run North 84°43' East along the South right-of-way line of U.S. Highway No. 98 for 146.7 feet, thence run North 83°54' East along the South right-of-way line of U.S. Highway No. 98 for 14.83 feet, thence run South 00°29'42" West for 150 feet, thence run South 84°43' West for 220 feet, thence run South 70°13'39" West for 124.68 feet to the Point of Beginning.

AND ALSO, the following described easement for ingress, egress, driveway and walkway purposes: A part of the Northwest Quarter of the Southeast Quarter (NW1/4 of the SE1/4) of Section 12, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, and being more particularly described as follows, to-wit:

Commencing at a point on the East right-of-way line of Oak Grove Public Road (Westover Drive), said point being 172 feet North of and 137 feet East of the Southwest Corner of said NW1/4 of the SE1/4, and thence run North 00°49' East along the East right-of-way line of said road for 599.31 feet to and for the Point of Beginning, thence run North 84°43' East for 337.94 feet, thence run North 00°29'42" East for 250 feet to the South right-of-way line of U.S. Highway No. 98, thence run North 83°54' East along the South right-of-way line of said Highway for 50.33 feet, thence run South 00°29'42" West for 300.98 feet, thence run South 84°43' West for 388.48 feet to the East right-of-way line of the Oak Grove Public Road, thence run North 00°49' East along the East right-of-way line of said road for 50.28 feet to the Point of Beginning.

Located at: 4406 W. Hardy Street
Hattiesburg, MS 39402

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Treetop Enterprises, Inc., as of record in Plat Book 7900, page 45, Register's Office for said County, to which plan reference is made for a more complete description.

Being part of the same property conveyed to Treetop Enterprises, Inc., a Tennessee corporation by deed from R. E. Godshall and wife, Mildred Hinshaw Godshall of record in Book 7505, Page 707, Register's Office for Davidson County, Tennessee.

Located at: 3304 Dickerson Road
Nashville, TN 37207

EXHIBIT "A"

Part of the SE 1/4, Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the Southwest corner of said 1/4 Section: thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 39 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 18 minutes 39 seconds right and run Northwesterly for 132.01 feet; thence 90 degrees 0 minutes left and run Northwesterly for 169.62 feet; thence 90 degrees left and run Southwesterly for 160.00 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 23.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northwesterly along said right of way line for 253.07 feet; thence 14 degrees 02 minutes 10 seconds right and continue Northwesterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 degrees 37 minutes 50 seconds right and run Easterly along said right of way line for 62.36 feet to an angle point in said right of way; thence 45 degrees 00 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees left and run Northwesterly for 373.98 feet to a point on the Westerly right of way line of I-65 service drive; thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 162.98 feet; thence 22 degrees 07 minutes 10 seconds right and run Southeasterly along said right of way line for 21.30 feet to the point of beginning; thence continue Southeasterly along said right of way line for 163.81 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 178.84 feet; thence 56 degrees 56 minutes 47 seconds right and run Northwesterly for 99.24 feet; thence 100 degrees 30 minutes 00 seconds right and run Northwesterly for 203.16 feet to the point of beginning.

Also, all that tract or parcel lying and being in Shelby County, in the City of Helena, Alabama, and being more particularly described as follows:
Beginning at the Northwesterly property corner at the right of way of Oak Mountain Park Circle of the Thriftlodge Motel site; thence run South 34 degrees 37 minutes 1 seconds West a distance of 22.0 feet to a point, the TRUE POINT OF BEGINNING; thence run South 33 degrees 2 minutes 57 seconds East, a distance of 75.60 feet to a point; thence run South 33 degrees 45 minutes 49 seconds East, a distance of 76.66 feet to a point; thence run South 78 degrees 31 minutes 1 second East, a distance of 60.70 feet to a point; thence run South 4 degrees 33 minutes 4 seconds East, a distance of 22.07 feet to a point; thence run North 78 degrees 31 minutes 1 second West, a distance of 88.67 feet to a point; thence run North 33 degrees 45 minutes 49 seconds West, a distance of 90.41 feet to a point; thence run North 33 degrees 2 minutes 57 seconds West, a distance of 79.62 feet to a point; thence run North 36 degrees 57 minutes 1 seconds East a distance of 22.0 feet to a point; the TERMINUS POINT of this description.

LESS AND EXCEPT that portion of caption lands conveyed to Forte Metals International, Inc., by deed recorded in Deed Record 283, Page 319, more particularly described as follows:
Part of SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the southwest corner of said 1/4 Section: thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 39 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 18 minutes 39 seconds right and run Northwesterly for 132.01 feet; thence 90 degrees 0 minutes left and run Northwesterly for 169.62 feet; thence 90 degrees 0 minutes left and run Southwesterly for 160.00 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 23.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northwesterly along said right of way line for 253.07 feet; thence 14 degrees 02 minutes 10 seconds right and continue Northwesterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 degrees 37 minutes 50 seconds right and run Easterly along said right of way line for 62.36 feet to an angle point in said right of way; thence 45 degrees 0 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees 0 minutes left and run Northwesterly for 373.98 feet to a point on the Westerly right of way line of I-65 service drive; thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 162.98 feet; thence 22 degrees 07 minutes 10 seconds right and run Southeasterly along said right of way line for 21.31 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 178.84 feet to the point of beginning; thence continue Northwesterly along the same line for 34.0 feet; thence 56 degrees 56 minutes 47 seconds right and run Northwesterly for 99.24 feet; thence 100 degrees 30 minutes 0 seconds right and run Northwesterly for 203.16 feet; thence 105 degrees 34 minutes 45 seconds right and run Southerly for 110.73 feet to the point of beginning; being situated in Shelby County, Alabama.

Located at: 1020 Oak Mountain Park Road
Helena, AL 35080

EXHIBIT "A"

PARCEL 1:

Commence at the SW Corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West; thence run Northerly along 1/4 line for a distance of 181.82 feet to the Northerly Right of Way of Valley Road; thence right 53° 48' and run Northeasterly along said Right of Way for a distance of 253.21 feet for Point of Beginning; thence continue along last described course for a distance of 238.42 feet; thence left 137° 20' 40" and run Northwesterly for a distance of 20.47 feet to a Point of a Curve having a radius of 1382.08 feet and a delta angle of 3° 43' 55"; thence along said curve an arc distance of 90.02 feet to a monument; thence left 31° 26' 20" and run Southwesterly for a distance of 162.84 feet; thence left 101° 17" and run Southwesterly for a distance of 94.09 feet to Point of Beginning.

Two Parcels situated in the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, situated in Jefferson County, Alabama, being more particularly described as follows, and set out for informational purposes only. Both parcels are contained in Parcel 1 described above.

PARCEL A:

Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, Jefferson County, Alabama, and run North along the West line thereof for 169.53 feet; thence 53° 44' 26" right for 260.98 feet; thence 89° 05' left for 102.35 feet to the Southeasterly right of way line of Interstate Highway #59; thence 96° 38' right and run along said right of way for 113.72 feet; thence 118° 38' 18" right for 108.35 feet; thence 53° 48' 42" right for 50.0 feet to the point of beginning.

PARCEL B:

Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, Jefferson County, Alabama; thence run North along the West line of said 1/4-1/4 section a distance of 181.82 feet; thence turn right 53° 48' and run Northeasterly a distance of 311.13 feet to the point of beginning; thence continue along the last described course a distance of 180.50 feet to the Southerly right-of-way line of a public road; thence turn left 137° 20' 40" and run Westerly along said right-of-way line a distance of 20.47 feet to a point of curve, said curve being to the left, having a radius of 1382.08 feet and an interior angle of 3° 43' 55"; thence continue westerly along said right-of-way line an arc distance of 90.02 feet; thence from the tangent of the last described course turn left 31° 26' 20" and run Southwesterly a distance of 40.59 feet; thence turn left 61° 17' and run Southerly a distance of 96.60 feet to the point of beginning.

Located at: 1128 Chalkville Road
Trussville, AL 35173

EXHIBIT A

Land in Davidson County, Tennessee, being part of Lot 18 in Trabue Subdivision of the 29th Congressional District of Davidson County, Tennessee, plat of which is recorded in Minute Book I pages 120 and 121, as filed in the U.S. Circuit Court of said Davidson County, Tennessee, and as shown as the Harsh Property (25 year lease to Taxam) on the Plan of Edward Trabue Property of record in Book 4201, page 13, Registrar's Office for said County, described as follows:

Beginning at an iron pin located where the Northeast right-of-way line of Murfreesboro Road (U.S. 41-70, South, 112 ft. right-of-way) intersects the southeasterly right-of-way line of Spence Lane (120 ft. right-of-way); thence running North 24°42' East along said right-of-way line of Spence Lane, a distance of 200 feet to an iron pin; thence running South 48°25' East a distance of 200 ft. to an iron pin; thence running South 24°42' West a distance of 200 feet to an iron pin on the aforementioned right-of-way line of Murfreesboro Road; thence running North 48°25' West along said right-of-way line of Murfreesboro Road a distance of 200 feet back to the point of beginning.

Unit No. 950
816 Murfreesboro Road
Nashville, TN 37217-1140
Davidson County

The land referred to in this policy is situated in the State of Tennessee and is described as follows:

TRACT 1:

SITUATE in the Ninth (9th) civil district of Maury County, Tennessee, and more particularly described as follows:

To locate the true point of beginning, commence at the intersection of the rights of way of Alpine Drive and James Campbell Boulevard, thence southeast along the southern right of way of James Campbell Boulevard 1148.85 feet to a 5/8 inch rebar set, said point being the true point of beginning; thence South 51 degrees 07 minutes 01 seconds East 105.00 feet to a 1/2 inch crimped top pipe found at the base of a power pole; thence south 38 degrees 52 minutes 38 seconds West 200.00 feet to a 5/8 inch rebar found; thence North 51 degrees 07 minutes 01 seconds West 105.00 feet to a 5/8 inch rebar set; thence north 38 degrees 52 minutes 38 seconds East 200.00 feet to a 5/8 inch rebar set, said point being the true point of beginning. Also being the property shown as Tract Two on the Final Plat of Checkmate Properties, Inc., and Treetop Enterprises, Inc. of record in Plat Book 9 at page 277 in the Maury County, Tennessee Register of Deeds office.

BEING the same property conveyed to Treetop Realty Corp., a Tennessee corporation by instrument dated December 30, 1993 of record in Book 1209 at page 314 in the Maury County, Tennessee Register of Deeds office.

Tract 2:

That certain Reciprocal Easement Agreement, dated February 18, 1992 of record in Book 1139 at page 780 in the Maury County, Tennessee Register of Deeds office.

Tract 3:

That certain Easement dated December 30, 1993 of record in Book 1204 at page 341 in the Maury County, Tennessee Register of Deeds office.

Tract 4:

That certain Easement and Restrictive Covenant Agreement dated December 30, 1993 of record in Book 1209 at page 317 in the Maury County, Tennessee Register of Deeds office.

Unit No. 963
811 S. James Campbell Blvd.
Columbia, TN 38401-4337
Maury County

Lying and being situated in the Fifth Civil District of Dickson County, State of Tennessee, and in the City of Dickson, Tennessee, as follows:

TRACT 1: BEGINNING at the Northwest corner of the property conveyed to Sam Luter of record in Book 241, Page 341, R00C, said point being the Northeast corner of the property herein described; thence along the Westerly line of the Luter property, South 29 degrees 56 minutes 35 seconds West a distance of 207.29 feet to an iron rod situated in the Northerly line of the McDonald's Corporation property of record in Book 57, Page 2, R00C, TN; thence along the Northerly line of the McDonald's Corporation property, North 56 degrees 59 minutes 50 seconds West a distance of 120.00 feet to an iron rod; thence North 32 degrees 02 minutes 36 seconds East a distance of 210.03 feet to the Southerly margin of Highway 70 By-Pass; thence along said road, around a curve to the left having a central angle of 2 degrees 18 minutes 48 seconds, a radius of 2786.48 feet, a tangent of 56.26 feet, a length of 112.50 feet, a chord which bears South 55 degrees 27 minutes 56 seconds East for a distance of 112.49 feet to the point of beginning

TRACT 2: BEGINNING at the Northwest corner of the property conveyed to Treetop Realty Corporation by James Preston Thompson and wife, Branda Thompson, of record in Volume 355, Page 209, Register's Office of Dickson County, Tennessee, said point being the northeast corner of the property herein described; thence along the westerly line of the Treetop Realty Corporation property, South 32 degrees 02 minutes 36 seconds West a distance of 30.06 feet to a point; thence around a curve to the right and being 30.00 feet south of Highway 70 By-Pass having a central angle of 01 degree 13 minutes 14 seconds, a radius of 2816.48 feet, a tangent of 10.00 feet, a length of 60.00 feet, a chord which bears North 53 degrees 44 minutes 15 seconds West for a distance of 60.00 feet to a point; thence North 32 degrees 03 minutes 00 seconds East a distance of 30.11 feet to a point situated in the southerly margin of Highway 70 By-Pass; thence along said road, around a curve to the left having a central angle of 01 degree 14 minutes 01 second, a radius of 2786.48 feet, a tangent of 10.00 feet, a length of 60.00 feet, a chord which bears South 53 degrees 41 minutes 31 seconds East for a distance of 60.00 feet to the point of beginning

TRACT 3: (A) BEGINNING at the northwest corner of the property conveyed to Sam Luter of record in Book 241, Page 341, in the Register's Office of Dickson County, Tennessee, said point being the northeast corner of the property herein described; thence along said road, around a curve to the left having a central angle of 00 degrees 06 minutes 10 seconds, a radius of 2786.48 feet, a tangent of 2.50 feet, a length of 5.00 feet, a chord which bears South 56 degrees 40 minutes 25 seconds East for a distance of 5.00 feet to a point; thence South 29 degrees 56 minutes 34 seconds West a distance of 30.05 feet to a point; thence around a curve to the right and being 30.00 feet south of Highway 70 By-Pass having a central angle of 00 degrees 06 minutes 06 seconds, a radius of 2816.48 feet, a tangent of 2.50 feet, a length of 5.00 feet, a chord which bears North 56 degrees 42 minutes 35 seconds West for a distance of 5.00 feet to a point; thence North 29 degrees 56 minutes 35 seconds East a distance of 30.05 feet to the point of beginning and containing 130.00 square feet or 0.0034 acres of land, more or less.

Unit No. 971
300 Henslee Drive
Dickson, TN 37055-2050
Dickson County

TRACT 3(B) COMMENCING at a point in the Westerly margin of Mathis Drive, said point being the Southeast corner of the Sam Luter property of record in Book 241, Page 341, in the Register's Office of Dickson County, Tennessee; thence along said road, North 15 degrees 40 minutes 40 seconds East a distance of 99.28 feet to the point of beginning; thence leaving said road, North 74 degrees 19 minutes 20 seconds West a distance of 15.00 feet to a point; thence North 15 degrees 40 minutes 40 seconds East a distance of 8.00 feet to a point; thence South 74 degrees 19 minutes 20 seconds East a distance of 15.00 feet to the Westerly margin of Mathis Drive; thence along said road, South 15 degrees 40 minutes 40 seconds West a distance of 8.00 feet to the point of beginning

TRACT 4: Being a twenty foot wide sanitary sewer easement, said easement being ten foot either side of the herein described center line. BEGINNING at a point in the northerly line of the David Powell property of record in Book 289, Page 74, in the Register's Office for Dickson County, Tennessee, said point is North 56 degrees 59 minutes 50 seconds West a distance of 115.22 feet from the southeast corner of and in the southerly line of the James and Brenda Thompson property of record in Book 232, Page 114, in the Register's Office for Dickson, Tennessee; thence with the center line of said easement through the David Powell property, South 25 degrees 09 minutes 04 seconds West a distance of 50.43 feet to a point; thence South 22 degrees 26 minutes 37 seconds West a distance of 136.87 feet to a point; thence North 85 degrees 12 minutes 11 seconds West a distance of 112.87 feet to a point ten feet past an existing sanitary sewer manhole.

Unit No. 971
300 Henslee Drive
Dickson, TN 37055-2050
Dickson County

Tract 1 - Lots Numbered 2, 3, and 4, Block Numbered 3, and part vacated Maingate Avenue, known and designated according to the map and survey of MAIN PLANT GATE SUBDIVISION, "C", as the same appears of record in the office of the Judge of Probate of Colbert County, Alabama, in Plat Book 2, Page 385.

Tract 2 - Lot Numbered 5, Block Numbered 3, and part vacated Maingate Avenue, known and designated according to the map and survey of MAIN PLANT GATE SUBDIVISION, "C", as the same appears of record in the office of the Judge of Probate of Colbert County, Alabama, in Plat Book 2, Page 385.

The above tracts are also described on a survey by S. K. Alexander, Registered Land Surveyor, dated February 8, 1994, as follows:

A tract of land in the City of Sheffield, Colbert County, Alabama, being part of Block 3, Main Plant Gate Subdivision, Section C, as same appears of record in the Office of the Judge of Probate, Colbert County, Alabama, in Plat Book 2, Page 385, and being more particularly described as follows: Begin at the Northwest corner of Lot 2, Block 3, Main Plant Subdivision, Section C, said point being on the East right of way line of Nathan Boulevard, thence leave said right of way line, East 162.00 feet to a point; thence North 25.00 feet to a point on the South right of way line of 16th Street; thence along the South right of way line of 16th Street, East 18.00 feet to a point; thence leave said right of way, South 100.00 feet to a point; thence West 18.00 feet to a point; thence South 25.00 feet to a point; thence West 162.00 feet to a point on the East right of way line of Nathan Boulevard, thence along the East right of way line of Nathan Boulevard North 100.00 feet to the point of beginning of the tract of land hereby described.

Being the same property conveyed by warranty deed from Oscar Medley, a married man, to Treetop Realty Corp., a Tennessee Corporation, dated April 20, 1994, and recorded in the office of the Judge of Probate of Colbert County, Alabama, at Microfiche Record 9409, Frame 475.

ALSO by warranty deed from RBH Company, a Tennessee general partnership, to Treetop Realty Corp., a Tennessee Corporation, dated April 20, 1994, and recorded in the office of the Judge of Probate of Colbert County, Alabama, at Microfiche Record 9409, Frame 480.

Unit No. 990
4116 Jackson Hwy.
Sheffield, AL 35660-1822
Colbert County

Description of property:

TRACT I:

Lot 6, Resubdivision of Tract 5 of Warnke Subdivision as recorded in Map Book 7, Page 269, in the Office of Probate Judge of Cullman County, Alabama, being more particularly described as follows:

Begin at the Southeastern Corner of said Lot 6; thence run Westerly along the Southernly property line of said Lot 6 for 251.01 feet measures (251.72 feet map) to a point, said point being on the Easterly right of way line of Commerce Avenue; thence turn an angle to the right of $89^{\circ}54'35''$ and run Northerly along said Easterly right of way line of Commerce Avenue for 106.66 feet to a point, said point being on a curve to the left, said curve subtending a central angle of $44^{\circ}33'14''$, having a radius of 213.06 feet, and chord of 161.54 feet; thence run Northwesternly along the arc of said curve for 165.68 feet to a point; thence turn an angle to the right of $158^{\circ}50'47''$ from the chord of said curve, and run Southeasterly for 248.43 feet measures (248.38 feet map) to a point; thence turn an angle to the left of $10^{\circ}00'00''$ and run 99.94 feet measures (100.00 feet map) to a point; thence turn an angle to the left of $15^{\circ}48'10''$ and run 60.85 feet measures (61.22 map) to the point of beginning.

TRACT II:

Legal description of gap between Lot 6, Resubdivision of Tract 5 of Warnke Subdivision, as recorded in Map Book 7, Page 269, in the Office of Probate Judge of Cullman County, Alabama, and Lot 1, Hudson's Addition to Cullman, as recorded in Map Plat B-126A, in the Office of Probate Judge of Cullman County, Alabama, and an easement as recorded in Real Book 412, Page 718, in the Office of Probate Judge of Cullman County, Alabama, being more particularly described as follows:

Commence at the Southeast Corner of said Lot 6, Resubdivision of Tract 5 (best rebar) of Warnke Subdivision, as recorded in Map Book 7, Page 269, in said Probate Office, Cullman County, Alabama; thence run Northwesternly along the property line of said Lot 6, Resubdivision of Tract 5 for 37.09 feet to the point of beginning; thence continue along the same course and property line for 23.72 feet to a 1" open top iron; thence turn an angle to the right of $15^{\circ}48'10''$ and run for 99.94 feet measured (100.00 feet record) to a $5/8"$ rebar; thence turn an angle to the right of $10^{\circ}00'00''$ and run 160.33 feet to a point; thence turn an angle to the right of $83^{\circ}37'33''$ and run 0.56 feet to a 1" iron, said point also being on the Southernly line of an easement described in Real Book 412, Page 718, in said Probate Office, Cullman County, Alabama; thence turn an angle to the right of $90^{\circ}00'00''$ and run along the South line of said easement for 196.00 feet to the Southeast Corner of said Lot 1, (an open top 1" iron) Hudson's Addition to Cullman; thence turn an angle to the left of $03^{\circ}28'00''$ and run along the Southernly property line of said Lot 1, Hudson's Addition to Cullman, for 85.23 feet to a point; thence turn an angle to the right of $90^{\circ}19'47''$ and run 7.22 feet to the point of beginning.

TRACT III:

An Easement for Ingress/Easement:

Begin at the Southwest Corner of Lot 1, Hudson's Addition to Cullman, as recorded in Map Plat B-126A, in the Office of Probate Judge of Cullman County, Alabama, said corner also being the Southeast Corner of an easement as described and recorded in Real Book 412, Page 718, in the Office of Probate Judge of Cullman County, Alabama; thence Northerly along the West line of said Lot 1 for 50.65 feet to a $5/8"$ inch rebar; thence turn an angle to the left of $56^{\circ}00'00''$ and run Northwesternly for 112.00 feet to a point; thence turn an angle to the left of $12^{\circ}12'08''$ and run Northwesternly for 146.52 feet to a point, said point being on the Easterly right of way line of Commerce Avenue and the Northwesternly Corner of Lot 6, Resubdivision of Tract 5 of Warnke Subdivision, as recorded in Map Book 7, Page 269, in the Office of Probate Judge of Cullman County, Alabama; thence turn an angle to the left of $161^{\circ}21'39''$ and run Southeasterly along the most Northerly line of said Lot 6 a distance of 88.10 feet to a point; thence turn an angle to the left of $96^{\circ}22'19''$ and run Northeasterly for 0.56 feet to a point; thence turn an angle to the right of $90^{\circ}46'06''$ and run Southeasterly for 196.00 feet to the point of beginning.

Unit No. 1004
1900 Commerce Street
Cullman, AL 35055-6150
Cullman County

EXHIBIT "A"

TRST NO.	ADDRESS	COUNTY
1036	1919 N. Jackson Street Tullahoma, TN 37388	Coffee

LAND lying in the Ninth Civil District of Coffee County, Tennessee, being more particularly described as follows:

BEGINNING at a point marked by paint on the edge of the concrete at the easterly margin of North Jackson Street, said point of beginning being the northwesterly corner of the property conveyed to Calfee Company of Dalton, Inc., by deed of record in Deed Book 201, page 462, Register's Office for Coffee County, Tennessee; thence from said point of beginning North 38° 19' West 110 feet along the easterly margin of North Jackson Street to an iron pin set at the northwest corner of the property herein described; thence North 52° 4' East 225.0 feet to an iron pin set at the northeast corner of the property herein described; thence South 38° 18' East 110 feet to an iron pin set at the southeast corner of the property herein described and the northeast corner of the Calfee Company of Dalton, Inc. property; thence South 52° 4' West 225.0 feet to the point of beginning, according to a survey dated September 3, 1994, by R. M. Raper, Registered Land Surveyor #1063, whose address is 102 Meadowbrook Lane, Tullahoma, Tennessee 37388.

BEING the same property conveyed to Trastop Enterprises, Inc., by Deed of Record in Book 242, page 420, Register's Office for Coffee County, Tennessee.

TOGETHER with easements appurtenant thereto as set forth in Easement Agreement of record in Book 242, page 424 and Book 242, page 420, Register's Office for Coffee County, Tennessee.

EXHIBIT "A"

Legal Description for the Waffle House Unit listed below at the address listed:

UNIT NO.	ADDRESS
1140	3994 N. Gloster Street Tupelo, MS 38801

Description of 0.560 Acre.

Commencing at the intersection of the centerlines of Barnes Crossing Road and U. S. Highway 45 (said intersection is 2608.63 feet North of and 918.00 feet East of the Southeast corner of Section 7, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi); run thence N 89° 46' 58" W 2093.30 feet to a point on the East right-of-way line of Old U.S. Highway 45 (North Gloster Street) (100-foot right-of-way width); run thence S 2° 52' 31" W along the East right-of-way line of said Old Highway 284.13 feet to a set iron pin on the East right-of-way line of North Gloster Street and the Point of Beginning; run thence N 89° 47' 53" E 219.75 feet to a set iron pin; run thence S 2° 52' 31" W 111.18 feet to a set iron pin; run thence S 39° 47' 53" W 219.75 feet to a set iron pin on the East right-of-way line of Old U.S. Highway 45; run thence N 2° 52' 31" E along said East right-of-way line 111.18 feet to the Point of Beginning; containing 0.560 acre (24,392 square feet), lying and being in the Northeast Quarter of the Southeast Quarter of Section 7, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi.

EXHIBIT "A"

Legal Description for the Waffle House Unit listed below at the address listed:

UNIT NO.	ADDRESS
1183	790 Old Hickory Boulevard Brentwood, TN 37027-4527

LAND in Nashville, First (1st) Civil District, Thirty-Second Councilmanic District, Davidson County, Tennessee, located in the northwesterly quadrant of the intersection of Old Hickory Boulevard and Franklin Pike Circle and being more particularly described as follows:

BEGINNING at an iron pin at the point of intersection of the northerly right of way line of Old Hickory Boulevard and the westerly right of way line of Franklin Pike Circle; thence with said northerly right of way line, with a curve to the left, 66.51 feet to a concrete monument, said curve having a central angle of 04° 49' 06", a radius of 791.12 feet, a tangent of 33.28 feet and a chord of South 56° 11' 10" West, 66.51 feet; thence continuing with said right of way line, South 53° 46' 37" West, 257.60 feet to an iron pin; thence leaving said right of way line with the easterly line of property conveyed to Gail P. Pigg, Trustee, by deed of record in Book 6475, page 369, Register's Office for Davidson County, Tennessee, North 05° 50' 08" East, 100.56 feet to an iron pin in the westerly right of way line of Franklin Pike Circle; thence with said right of way line, South 82° 02' 12" East, 101.83 feet to an iron pin; thence continuing with said right of way line with a curve to the right, 170.45 feet to the point of beginning, said curve having a central angle of 60° 05' 42", a radius of 162.51 feet, a tangent of 94.01 feet and a chord of South 53° 59' 56" East, 162.74 feet, containing 42,346 square feet or 0.972 acres.

BEING the same property conveyed to Treetop Enterprises, Inc., by Deed of Record in Book 10301, page 151, Register's Office for Davidson County, Tennessee.

EXHIBIT "A"

Legal Description for the Waffle House Unit listed below at the address listed:

UNIT NO.	ADDRESS
1197	2635 Congressman W.L. Dickinson Drive Montgomery, AL 36109-1105

Commence at the Southwest Corner of Section 26, T-17-N, R-18-E, Montgomery County, Alabama; thence N 01°30'17" W 495.29' to a point; thence S 88°10'20" E 2419.51' to an iron pin located on the West Right-of-Way of Congressman William L. Dickinson Drive (formerly U. S. Highway No. 231/Federal Drive); thence along said West Right-of-Way N 35°44'55" E 353.76' to an iron pin; thence continue along said West Right-of-Way N 37°16'40" E 303.38' to an iron pin and point of beginning for the herein described parcel of land; thence leaving said West Right-of-Way N 54°15'05" W 135.00' to an iron pin; thence N 66°49'08" W 119.62' to an iron pin; thence N 23°10'52" E 98.18' to an iron pin located on the South Right-of-Way of Northern Boulevard; thence along said South Right-of-Way the following two (2) courses: (1) S 66°49'08" E 142.29'; (2) S 45°35'05" E 137.95' to a concrete monument located on the West Right-of-Way of said Congressman William L. Dickinson Drive; thence along said West Right-of-Way S 37°16'40" W 80.00' to the point of beginning. Containing 25,133.3 square feet, more or less, and lying in and being a part of the South 1/2 of Section 26, T-17-N, R-18-E, Montgomery County, Alabama.

Above described parcel is and is intended to be Lot "D", Northchase Plat No. 1, as recorded in Plat Book 41 at Page 182 in the Office of the Judge of Probate, Montgomery County, Alabama.

EXHIBIT "A"

Beginning at a set iron pin corner monument, with a 1" plastic cap stamped OOS PLS 2062, on a corner common to the subject tract and at a southeastern boundary line corner of a tract of the lands of Laxmi Hotels, Holiday Inn Express, (Deed Book 212, Page 118) on the western right-of-way line of U. S. Highway 31-W in the southwestern section of the City of Franklin, Simpson County, Kentucky about 3.80 miles/6.114 kilometers south-southeast of the Courthouse in Franklin, Simpson County, Kentucky, said point of beginning being located westwardly 50.00 feet from and at right angles to the centerline of said U. S. Highway 31-W and referenced, North 08 degrees 19 minutes 23 seconds West, 322.39 feet from an existing concrete right-of-way monument at the intersection of the western right-of-way line of U. S. Highway 31-W and the northern right-of-way line of Butts Road; thence along the western right-of-way line and parallel with the centerline of said U. S. Highway 31-W, South 07 degrees 59 minutes 06 seconds East, 50.99 feet to a set iron pin corner monument, with a 1" plastic cap stamped OOS PLS 2062, said iron pin being located westwardly 50.00 feet from and at right angles to the centerline of said U. S. Highway 31-W; thence 23.97 feet with the arc of curve to the left (Delta Angle: 00 degrees 14 minutes 15 seconds; Radius: 5,779.58 feet), chord bearing and distance, South 08 degrees 06 minutes 14 seconds East, 23.97 feet to a set iron pin corner monument on a corner common to the subject tract and at a northwestern boundary line corner of a tract of the lands of Arthur Lemuel Johnson (Deed Book 91, Page 493) on the western right-of-way line of said U. S. Highway 31-W, said iron pin being located westwardly 50.00 feet from and at right angles to the centerline of said U. S. Highway 31-W; thence along a northern and eastern boundary line of said Johnson, South 72 degrees 07 minutes 26 seconds West, 334.94 feet to a set iron pin corner monument with a 1" plastic cap stamped OOS PLS 2062; thence North 07 degrees 50 degrees 54 seconds West, 75.00 feet to an existing iron pipe corner monument with a plastic cap stamped Chas. White 906 at a northeastern boundary line corner of said Johnson on a southern boundary line of said Laxmi Hotels; thence along the southern boundary line of said Laxmi Hotels, North 72 degrees 07 minutes 26 seconds East, 334.71 feet to the point of beginning containing 24,726.62 square feet/0.57 acres/0.23 more or less according to this survey made in December 1998 by SMITH AND ASSOCIATES, ENGINEERING AND SURVEYING, Dennis O. Smith, Kentucky PLS 2062, Ensley Wright, Reacie Ramsey and Jeff Smith, last revised January 5, 1999.

Unit 1225
3833 Nashville Road
Franklin, Kentucky 42134-6982

Simpson County, Kentucky

EXHIBIT "B"

1. Those certain Thirty five Seller Sublease Agreements dated April 29, 1999 by and between Treetop Enterprises, Inc., as Sublessor and SouthEast Waffles, LLC, as Sublessee for Waffle House restaurants located on the real property described in Exhibit "A".
2. That certain Supplemental Sublease Payment Agreement dated April 29, 1999 by and between Treetop Enterprises, Inc. and SouthEast Waffles, LLC for Waffle House restaurants located on the real property described in Exhibit "A".
3. Those certain Third Party Sublease Agreements dated April 29, 1999 by and between Treetop Enterprises, Inc., as Sublessor and SouthEast Waffles, LLC as Sublessee for the following locations:

287	3913 University Dr. Huntsville, AL 35805-3172	Madison	AL
490	2321 Hwy 46-S Dickson, TN 37055-9579	Dickson	TN
931	1079 S. Willow Ave. Cookeville, TN 38501-4106	Putnam	TN
1033	1440 Gadsden Hwy. Birmingham, AL 35235-3126	Jefferson	AL
1095	318 Harding Pl. Nashville, TN 37211-3910	Davidson	TN
1160	1123 Smithville Hwy. McMinnville, TN 37110-1635	Warren	TN
1218	794 Nissan Blvd. Smyrna, TN 37167-4407	Rutherford	TN
1264	828 Hwy. 76 White House, TN 37188-9209	Robertson	TN
1283	2501 Florence Blvd. Florence, AL 35630-2867	Lauderdale	AL
1295	1985 Highway 31 S Birmingham, AL 35244-1117	Shelby	AL
1328	8299 Tridon Drive Smyrna, TN 37167-6600	Rutherford	TN
1329	1593 Bear Creek Pike Columbia, TN 38401-7658	Maury	TN
819	1090 W. Main Street Hendersonville, TN 37075-2821	Sumner	TN
834	2727 McGavock Pk. Nashville, TN 37214-1310	Davidson	TN
835	985 W. South Blvd. Montgomery, AL 36105-3038	Montgomery	AL
843	556 Donelson Pike Nashville, TN 37214-3730	Davidson	TN
848	326 S. Mount Juliet Road Mt. Juliet, TN 37122-6309	Wilson	TN
865	949 Louisville Highway Goodlettsville, TN 37072-1106	Sumner	TN
886	1119 Woodbury Highway Manchester, TN 37355-3103	Coffee	TN
906	13020 Old Hickory Blvd. Antioch, TN 37013-2411	Davidson	TN
916	Rt. 1, Box 1125 Monteagle, TN 37356-9776	Grundy	TN
940	14991 Old Hickory Blvd. Nashville, TN 37211-6411	Davidson	TN

Inst # 1999-32127

08/02/1999-32127
12:12 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE