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**MULTISTATE
AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS
AND LEASES AND FIXTURE FILING (ALABAMA)**

**by and from
THE PANTRY, INC., "Mortgagor"
to
WELLS FARGO BANK, NATIONAL ASSOCIATION,
in its capacity as Agent, "Mortgagee"**

Dated as of December 21, 2012

**THIS INSTRUMENT IS ALSO TO BE FILED AS A FIXTURE FILING IN THE INDEX
OF FINANCING STATEMENTS AND SHOULD BE INDEXED UNDER THE NAMES
OF MORTGAGOR, AS DEBTOR, AND MORTGAGEE, AS SECURED PARTY**

**THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE
FILING IN ACCORDANCE WITH THE PROVISIONS OF
SECTION 7-9A-502(c) OF THE CODE OF ALABAMA**

**THIS INSTRUMENT SECURES, AMONG OTHER OBLIGATIONS, FUTURE
ADVANCES BY THE LENDERS TO THE MORTGAGOR**

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**AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS
AND LEASES AND FIXTURE FILING (ALABAMA)**

THIS AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (ALABAMA) (this "**Mortgage**") is dated as of December 31, 2012 by and among THE PANTRY, INC., a Delaware corporation ("**Mortgagor**"), whose address is 305 Gregson Drive, Cary, North Carolina 27511 and WELLS FARGO BANK, NATIONAL ASSOCIATION (successor by merger to Wachovia Bank, National Association) as Administrative Agent ("**Agent**") for the lenders party to the Credit Agreement (defined below) (such lenders, together with their respective successors and assigns, are referred to herein collectively, the "**Lenders**"), having an address at 1525 West W. T. Harris Blvd., MACD1109-019, Charlotte, North Carolina 28262 (Agent, together with its successors and assigns, referred to herein as "**Mortgagee**").

RECITALS

A. Mortgagee is the assignee, owner and holder of certain mortgages, as they may have been amended and restated from time to time, described on Exhibit B hereto (the "**Original Mortgages**") and the obligations secured thereby, which encumber the properties described on Exhibit A hereto. Mortgagee's address is set forth above.

B. In connection with the execution of the Fourth Amended and Restated Credit Agreement, dated as of August 3, 2012 among Mortgagor, certain domestic subsidiaries of Mortgagor, the Lenders and Mortgagee (as may be further amended, supplemented or otherwise modified from time to time, collectively, the "**Credit Agreement**"), Mortgagor and Mortgagee desire to amend and restate the Original Mortgages to contain all of the terms and conditions contained herein and to extend and spread the mortgage, lien and security interest of the Original Mortgages to encumber and include the additional properties described on Exhibit C hereto.

NOW, THEREFORE, Mortgagor and Mortgagee hereby amend and restate the Original Mortgages in their entirety to provide as follows:

**ARTICLE 1
DEFINITIONS**

Section 1.1 Definitions. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Credit Agreement. As used herein, the following terms shall have the following meanings:

1.1.1 "**Indebtedness**": (1) (a) all Credit Party Obligations of any type now existing or hereafter arising, including by way of successive reborrowings and repayments, of principal, interest and other amounts evidenced or secured by the Credit Agreement and the other Credit Documents, including, without limitation (i) revolving credit promissory notes of the Mortgagor, under which sums may be advanced, paid back and readvanced (as referenced and

[Alabama]

defined in the Credit Agreement, as amended, modified, supplemented, extended, renewed, replaced, restated or amended and restated from time to time, collectively, the “**Revolving Notes**”), in the aggregate original principal amount of up to \$225,000,000, maturing on August 3, 2017; (ii) those certain term loan notes (as referenced and defined in the Credit Agreement, as amended, modified, supplemented, extended, renewed, replaced, restated or amended and restated from time to time, collectively, the “**Term Notes**”), in the aggregate principal amount of up to \$255,000,000, maturing on August 3, 2019; (iii) letters of credit for the account of the Mortgagor or any other Credit Party (as referenced and defined in the Credit Agreement, as amended, modified, supplemented, extended, renewed, replaced, restated or amended and restated from time to time, collectively, the “**Letters of Credit**”), in the aggregate principal amount not to exceed \$160,000,000, maturing not later than August 3, 2017; (v) swingline promissory notes made by the Mortgagor (as such note or notes are referenced and defined in the Credit Agreement, as amended, modified, supplemented, extended, renewed, replaced, restated or amended and restated from time to time, collectively, the “**Swingline Notes**”) in the aggregate original principal amount not to exceed \$20,000,000, maturing on August 3, 2017; and (vi) those certain Incremental Facilities, under which sums may be advanced from time to time in an amount not to exceed \$200,000,000; and (b) principal, interest and other amounts that may hereafter be loaned by Agent or any of the Lenders under or in connection with the Credit Agreement or any of the other Credit Documents, whether evidenced by a promissory note or other instrument which, by its terms, is secured hereby, and (2) all other indebtedness, obligations and liabilities now or hereafter existing of any kind owed by Mortgagor to Agent, any of the Lenders and any Bank Product Provider under documents that recite that they are intended to be secured by this Deed of Trust (to the extent permitted by the Credit Agreement), including any obligations or liability arising under any Bank Product. The Revolving Notes, the Swingline Note and the Term Notes shall hereinafter collectively be called the “**Notes**.”

1.1.2 “**Mortgaged Property**”: All of Mortgagor’s interest in (1) the fee interest in the real property described in *Exhibit A* and *Exhibit C* attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Mortgagor (the “**Land**”), (2) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the “**Improvements**”), (3) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the “**Fixtures**”), (4) all right, title and interest of Mortgagor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements (the “**Personalty**”), (5) all reserves, escrows or impounds required under the Credit Agreement and all deposit accounts maintained by Mortgagor with respect to the Mortgaged Property, (6) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or

any part of the Mortgaged Property, together with all related security and other deposits (the “**Leases**”), (7) all of the rents, revenues, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the “**Rents**”), (8) all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the “**Property Agreements**”), (9) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, (10) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (11) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor, and (12) all of Mortgagor’s right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty. As used in this Mortgage, the term “**Mortgaged Property**” shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

1.1.3 “**Obligations**”: All of the agreements, covenants, conditions, warranties, representations and other obligations of Mortgagor (including, without limitation, the obligation to repay the Indebtedness) under the Credit Agreement and the other Credit Documents.

1.1.4 “**UCC**”: The Uniform Commercial Code of ALABAMA or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than ALABAMA, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

1.1.5 “**Incorporation by Reference**”: The Credit Agreement and the Credit Documents and the terms contained therein are hereby incorporated by reference into this Mortgage as if set forth verbatim. In executing this Mortgage, Mortgagor agrees to be bound by all provisions of the Credit Agreement and the Credit Documents.

ARTICLE 2 **GRANT**

Section 2.1 Grant.

2.1.1 To secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS and CONVEYS, to Mortgagee the Mortgaged Property, subject, however, to the Permitted Encumbrances, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee and its successors and assigns forever, subject, however, to the terms and conditions herein, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee.

2.1.2 Mortgagor covenants the Mortgagor is lawfully seized of the Mortgaged Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Mortgaged Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular Mortgagee and the successors and assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the Mortgaged Property or any part of the Mortgaged Property.

2.1.3 PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the Indebtedness and Obligations, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

2.1.4 The lien and estate of this Mortgage will automatically attach, without further act, to all fixtures now or hereafter located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Mortgaged Property or any part of the Mortgaged Property.

Section 2.2 Future Advances. In addition to all other indebtedness secured by this Mortgage, this Mortgage shall also secure and constitute a first-position mortgage and lien on the Mortgaged Property for present and future obligations of Mortgagor to Mortgagee, and this Mortgage is executed to secure all such obligations. Any future obligations and advances may be made in accordance with the Credit Agreement or the Credit Documents, at the option of the Mortgagee. The total amount of the indebtedness that may be secured by this Mortgage may increase or decrease from time to time. The amount of the present disbursement secured hereby is \$255,000,000 and the maximum principal amount which may be secured hereby at any one time is \$725,000,000, together with interest thereon; provided, however, the said maximum principal amount which may be increased by such additional sums or amounts as may be advanced by Mortgagee pursuant to this Mortgage, Credit Agreement and all other Credit Documents and all such additional sums and amounts shall be deemed necessary expenditures for the protection of the security. Mortgagee's reservation of the right to make future advances in excess of the face amount of the Obligations is not an indication that the Mortgagee intends to make such future advances.

ARTICLE 3
WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.1 Title to Mortgaged Property and Priority of this Instrument.

Mortgagor owns the Mortgaged Property free and clear of any mortgages, liens, claims or interests other than the Permitted Liens. This Mortgage creates a valid, enforceable first priority mortgage, lien and security interest against the Mortgaged Property, subject only to the Permitted Liens.

Section 3.2 First Priority Status. Mortgagor shall preserve and protect the first priority mortgage, lien and security interest status of this Mortgage, the Credit Agreement and the other Credit Documents. If any mortgage, lien or security interest is asserted against the Mortgaged Property, excluding Permitted Liens, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such mortgage, lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with the requirements of the Credit Agreement (including the requirement of providing a bond or other security satisfactory to Mortgagee).

Section 3.3 Payment and Performance. Mortgagor shall pay the Indebtedness when due under the Credit Agreement and the other Credit Documents and shall perform the Obligations in full when they are required to be performed.

Section 3.4 Replacement of Fixtures. Except as may be permitted by the Credit Agreement, Mortgagor shall not, without the prior written consent of Mortgagee (said consent not to be unreasonably withheld or delayed), permit any of the Fixtures to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is obsolete and is replaced by an article of equal or better suitability and value, owned by Mortgagor subject to the mortgage, liens and security interests of this Mortgage, the Credit Agreement and the other Credit Documents, and free and clear of any other mortgage, lien or security interest except Permitted Liens.

Section 3.5 Inspection. Mortgagor shall permit Mortgagee and the Lenders, and their respective agents, representatives and employees, upon reasonable prior notice to Mortgagor, to inspect the Mortgaged Property and all books and records of Mortgagor located thereon, and to conduct such environmental and engineering studies as provided in the Credit Agreement.

Section 3.6 Other Covenants. All of the covenants in the Credit Agreement are incorporated herein by reference and, together with covenants in this Article, shall be covenants running with the land.

Section 3.7 Condemnation Awards and Insurance Proceeds.

3.7.1 **Condemnation Awards.** Mortgagee shall be entitled to be made a party to, be notified by Mortgagor of and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Mortgaged Property. Mortgagor assigns to Mortgagee the right to collect and receive any payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Mortgaged Property. Any such payment or award received by Mortgagee may, at Mortgagee's option, (i) be applied by Mortgagee to payment of any Indebtedness or any Obligations in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement of the portion of the Mortgaged Property taken and to the repair or restoration of the remaining portion of the Mortgaged Property or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied to replacement, repair or restoration of any portion of the Mortgaged Property or which is released to Mortgagor shall be deemed a payment against any Indebtedness or any Obligations.

3.7.2 **Insurance Proceeds.** Mortgagor will keep the Land, Improvements, Fixtures and Personalty (collectively, the "**Insured Premises**") insured by such company or companies as Mortgagee may reasonably approve for the full insurable value thereof in accordance with the Credit Agreement. Such insurance will be payable to Mortgagee as the interest of Mortgagee may appear pursuant to the New York standard form of mortgage clause or such other form of mortgage clause as may be required by Mortgagee and will not be cancelable by either the insurer or the insured without at least thirty days' prior written notice to Mortgagee. Mortgagor hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise owed to Mortgagor upon any policy of insurance insuring any portion of the Insured Premises, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. Any indemnity payment received by Mortgagee from any such policy of insurance shall be applied as set forth in the Credit Agreement. No portion of any indemnity payment which is applied to the replacement, repair or restoration of any portion of the Insured Premises or which is released to Mortgagor shall be deemed a payment against any Indebtedness or any Obligations. Mortgagor will keep the Insured Premises continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance required hereby. Mortgagor will pay each premium coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment at least ten days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor will furnish to Mortgagee at least ten days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements of this Mortgage. Upon foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the Insured Premises which is in the custody of Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Insured Premises at foreclosure, and Mortgagor hereby appoints Mortgagee as the attorney in

fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

Section 3.8 Maintenance. Mortgagor will maintain the Mortgaged Property in good condition and repair and will neither permit nor allow waste of any portion of the Mortgaged Property. Mortgagor will promptly repair or restore any portion of the Mortgaged Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or hereafter part of the Mortgaged Property and will cut no timber on the Mortgaged Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.

Section 3.9 Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Mortgaged Property, and will deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided that Mortgagor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collection of the same is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing.

Section 3.10 Due on Sale. Mortgagor agrees that if the Mortgaged Property or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Mortgagor, whether voluntarily or involuntarily or by operation of law other than in accordance with the Credit Agreement, Mortgagee, at its own option, may declare the Indebtedness secured hereby and all other Obligations hereunder to be forthwith due and payable.

ARTICLE 4 **DEFAULT AND FORECLOSURE**

Section 4.1 Remedies. If an Event of Default exists, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

4.1.1 **Acceleration.** Declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

4.1.2 **Entry on Mortgaged Property.** Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property after an Event of Default

and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

4.1.3 **Operation of Mortgaged Property.** Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alternations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 4.6.

4.1.4 **Foreclosure and Sale; Power of Sale.** Commence proceedings to collect such sums, foreclose this Mortgage and sell the Mortgaged Property. If default shall be made in the payment of any amount due under this Mortgage, the Credit Agreement or any other Credit Document, then, upon Mortgagee's demand, Mortgagor will pay to Mortgagee the whole amount due and payable under the Credit Agreement and the other Credit Documents and all other Indebtedness or Obligations; and if Mortgagor shall fail to pay such sums upon such demand, Mortgagee shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs and expenses including the reasonable compensation, expenses and disbursements of Mortgagee's agents and attorneys incurred in connection with such suit and any appeal of such suit. Mortgagee shall be entitled to sue and recover judgment, as set forth above, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage, and the right of Mortgagee to recover such judgment shall not be affected by any taking, possession or foreclosure sale under this Mortgage, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of this Mortgage. At the option of the Mortgagee, this Mortgage may be foreclosed by judicial proceedings, or by non-judicial foreclosure sale in accordance with applicable laws, and to sell and dispose of the Mortgaged Property and all the right, title, and interest of Mortgagor therein, by sale at any place authorized by law as may be specified in the notice of such sale to the highest bidder. If this Mortgage is foreclosed by non-judicial foreclosure sale pursuant to the power of sale, Mortgagee shall give notice of the foreclosure by publication once a week for 3 successive weeks. Such notice shall state the time, place and terms of each such sale by publication in some newspaper published in the county or counties in which the Mortgaged Property to be sold, or a substantial and material part thereof, is located. At such foreclosure sale, Mortgagee may 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 such county, at public outcry, to the highest bidder for cash. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. The Mortgaged Property may be sold as a whole or in separate parts, parcels, or tracts, including separate parts, parcels or tracts located in the same county, and in such manner and order as the Mortgagee in its sole discretion may elect. The exercise of the power of sale with respect to a separate part, parcel, or tract of the Mortgaged Property in one county does not extinguish or otherwise affect the right to exercise the power of sale with respect to the other parts, parcels, or tracts of the Mortgaged Property in that or another county to satisfy the obligation secured by the Mortgage, and the right and power of sale arising out of any Event of Default shall not be exhausted by one or more sales

of the Mortgaged Property. At the foreclosure, Mortgagee shall be entitled to bid and to purchase the Mortgaged Property and shall be entitled to apply the Indebtedness or Obligations, or any portion thereof, in payment for the Mortgaged Property. The Mortgagee shall be authorized to retain an attorney to represent him in such proceedings. Upon such sale, Mortgagee or the attorney conducting said sale is hereby authorized and empowered to make due conveyance to the purchaser or purchasers in the name of Mortgagor. The Mortgagor hereby irrevocably appoints Mortgagee to be the attorney in fact of the Mortgagor and in the name and on behalf of the Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances, and notices which the Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or otherwise, it shall not be necessary for Mortgagee or any public officer acting under execution or order of court to have physically present or constructively in its possession any of the Mortgaged Properties. The proceeds of the sale shall be applied in accordance with Section 4.6 herein. Fees payable herein and otherwise under this Mortgage shall be limited to those reasonable fees and expenses actually incurred at standard hourly rates without reference to a specific percentage of the outstanding balance of the Indebtedness. In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of the Indebtedness or Obligations, Mortgagee shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid and to recover judgment for any portion thereof remaining unpaid, with interest. The remedies provided to Mortgagee in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or any other Credit Document, by law or in equity, all of which rights and remedies may be exercised by Mortgagee independently, simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised.

Without in any way limiting the generality of the foregoing, Mortgagee shall also have the following specific rights and remedies.

(a) To make any repairs to the Mortgaged Property which Mortgagee deems necessary or desirable for the purposes of sale.

(b) To exercise any and all rights of set-off which Mortgagee may have against any account, fund, or property of any kind, tangible or intangible, belonging to Mortgagor which shall be in Mortgagee's possession or under its control.

(c) To cure such Event of Default, with the result that all costs and expenses incurred or paid by Mortgagee in effecting such cure shall be additional charges on the Indebtedness or Obligations which bear interest at the interest rate set forth in the Credit Agreement or applicable Credit Documents and are payable upon demand.

(d) To foreclose on the Mortgaged Property and to pursue any and all remedies available to Mortgagee at law or in equity, and in any order Mortgagee may desire, in Mortgagee's sole discretion.

4.1.5 Receiver. Upon the occurrence of an Event of Default, Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts necessary and appropriate for the operation and maintenance of the Mortgaged Property including the execution, cancellation or modification of leases, the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the construction, management or maintenance of the Mortgaged Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Mortgaged Property. All rents collected pursuant to this paragraph shall be applied in accordance with Section 4.6 herein. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Property and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor or anyone claiming under or through Mortgagor, or anyone having an interest in the Mortgaged Property by reason of anything done or left undone by Mortgagor under this Section 4.1.5. If the rents of the Mortgaged Property are not sufficient to meet the costs of taking control and of managing the Mortgaged Property and collecting the rents, Mortgagee, at its sole option, may advance funds to meet the costs. Any funds expended by Mortgagee for such purposes shall become Indebtedness and Obligations of Mortgagor to Mortgagee. Unless Mortgagee and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Credit Agreement after the occurrence of an Event of Default. The entering upon and taking and maintaining of control of the Mortgaged Property by Mortgagee or the receiver and the application of rents as provided in this Mortgage shall not cure or waive any Event of Default or invalidate any other right or remedy of Mortgagee under this Mortgage. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as secured party hereunder to the possession and control of any cash deposits or instrument at the time held by, or payable or deliverable under the terms of this Mortgage to, Mortgagee.

4.1.6 Other. Exercise all other rights, remedies and recourses granted under the Credit Agreement and the other Credit Documents or otherwise available at law or in equity.

Section 4.2 Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee and the Lenders shall have all rights, remedies and recourses granted in the Credit Agreement and the other Credit Documents and available at law or equity (including the UCC), which rights (a) shall be cumulated and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Credit Agreement and the other Credit Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or the Lenders, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver

or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or the Lenders in the enforcement of any rights, remedies or recourses under the Credit Agreement and the other Credit Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.3 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate mortgage or lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the mortgage, lien or security interest created in or evidenced by the Credit Agreement and the other Credit Documents or their status as a first and prior mortgage, lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 4.4 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Mortgagee's election to exercise or the actual exercise of any right, remedy or recourse provided for under the Credit Agreement and the other Credit Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 4.5 Discontinuance of Proceedings. If Mortgagee or the Lenders shall have proceeded to invoke any right, remedy or recourse permitted under the Credit Agreement and the other Credit Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or the Lenders, as the case may be, shall have the unqualified right to do so and, in such an event, Mortgagor, Mortgagee or the Lenders, as the case may be, shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Credit Agreement and the other Credit Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee and the Lenders shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or the Lenders, as the case may be, thereafter to exercise any right, remedy or recourse under the Credit Agreement and the other Credit Documents for such Event of Default.

Section 4.6 Allocation of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

4.6.1 to the payment of the reasonable costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation (1) receiver's fees, commissions and expenses, including the

repayment of the amounts evidenced by any receiver's certificates, (2) Mortgagee's reasonable court costs and reasonable attorneys' and accountants' fees and expenses, (3) costs of advertisement, and (4) the payment of all real estate taxes and assessments and other charges subject to which the Mortgaged Property may be sold;

4.6.2 to the payment of the Indebtedness and performance of the Obligations in such manner and order of preference as Mortgagee in its sole discretion may determine; and

4.6.3 the balance, if any, to the payment of the Persons legally entitled thereto.

Section 4.7 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 4.1.4 will, after the expiration of any upset period, divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, with or without process of law.

Section 4.8 Additional Advances and Disbursements; Costs of Enforcement.

4.8.1 If any Event of Default exists, Mortgagee and each of the Lenders shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee or any Lender under this Section, or otherwise under this Mortgage, the Credit Agreement or any of the other Credit Documents or applicable law, shall be deemed advances of principal evidenced by the Credit Agreement and the other Credit Documents and shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the rate or rates at which interest is then computed on the Indebtedness, and all such sums, together with interest thereon, shall be secured by this Mortgage.

4.8.2 Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection, foreclosure and other enforcement of this Mortgage, the Credit Agreement and the other Credit Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage, the Credit Agreement and the other Credit Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise. Attorneys' fees and expenses payable by Mortgagor under this Section 4.8 or otherwise under this Mortgage shall be limited to those reasonable fees and expenses actually incurred at standard rates without reference to a specific percentage of the outstanding balance of the Indebtedness.

Section 4.9 No Mortgagee in Possession. Except as otherwise provided by law, neither the enforcement of any of the remedies under this Article, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, nor any other remedies afforded to Mortgagee under the Credit Agreement and the other Credit Documents, at law or in

equity shall cause Mortgagee or any Lender to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any Lender to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 5

ASSIGNMENT OF RENTS AND LEASES

Section 5.1 Assignment. In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee and its successors and assigns all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into or modified, extended, renewed or replaced, and all of its right, title and interest in and to all Rents. If permitted under applicable law, this assignment is an absolute assignment and not merely an assignment for additional security. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Indebtedness and the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Indebtedness and the Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice by Mortgagee (any such notice being hereby expressly waived by Mortgagor).

Section 5.2 Perfection Upon Recordation. Mortgagor acknowledges that Mortgagee has taken all actions necessary to obtain, and that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected first priority present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "**Bankruptcy Code**"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 5.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such

security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 5.4 No Merger of Estates. So long as part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise.

ARTICLE 6

SECURITY AGREEMENT

Section 6.1 Security Interest. This Mortgage constitutes a "Security Agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents and Property Agreements. To this end, Mortgagor grants to Mortgagee a first and prior security interest in the Personalty, Fixtures, Leases, Rents and Property Agreements and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Leases, Rents and Property Agreements sent to Mortgagor at least 10 days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

Section 6.2 Financing Statements. Mortgagee may prepare, in form and substance satisfactory to Mortgagee, such financing statements and such further assurances as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor represents and warrants that the exact legal name and address of the Mortgagor are as set forth in the first paragraph of this Mortgage; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. Mortgagor represents and warrants that the location of the collateral that is Personalty is upon the Land. Mortgagor covenants to furnish Mortgagee with notice of any change in the name, identity, corporate structure, residence, principal place of business or mailing address of Mortgagor within ten (10) days of the effective date of any such change and Mortgagor covenants to promptly execute any financing statements or other instruments deemed necessary by Mortgagee to prevent any filed financing statement from becoming misleading or losing its perfected status.

Section 6.3 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at

the addresses of Debtor (Mortgagor) and Secured Party (Mortgagee) as set forth in the first paragraph of this Mortgage. The collateral is or includes fixtures.

ARTICLE 7

MISCELLANEOUS

Section 7.1 Notices. Any notice required or permitted to be given under this Mortgage shall be given in accordance with the provisions of the Credit Agreement.

Section 7.2 Covenants Running with the Land. All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Credit Agreement and the other Credit Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 7.3 Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Personalty, Fixtures and Property Agreements in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder, however: (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be added to and included in the Indebtedness and shall bear interest at the rate or rates at which interest is then computed on the Indebtedness; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

Section 7.4 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee, the Lenders, and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

Section 7.5 No Waiver. Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of the Credit Agreement and the other Credit Documents shall not be deemed to be a waiver of same, and Mortgagee or the Lenders shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 7.6 Credit Agreement. If any conflict or inconsistency exists between this Mortgage and the Credit Agreement, the Credit Agreement shall govern.

Section 7.7 Release or Reconveyance. Upon payment in full of the Indebtedness and performance in full of the Obligations and the Lenders having no further commitment or agreement to make advances, incur obligations, or give value under the Credit Agreement or any other Credit Document, this Mortgage and the grants and conveyances contained herein shall become null and void; and the Mortgaged Property shall revert to the Mortgagor; and the entire estate, right, title and interest of the Mortgagee shall thereupon cease; and, upon Mortgagor's request, Mortgagee, at Mortgagor's expense, shall release and cancel of record the mortgage, liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor; otherwise, this Mortgage shall remain in full force and effect. In addition, as long as no Event of Default has occurred and is then continuing or would be caused thereby, if Mortgagor sells or transfers for value any portion of the Mortgaged Property as permitted under the Credit Agreement, Mortgagee shall release the mortgage, liens and security interests created by this Mortgage on such Mortgaged Property or reconvey such Mortgaged Property to Mortgagor, concurrently with the consummation of such sale or other transfer. Such release or reconveyance shall be at Mortgagor's sole cost and expense, and only upon not less than thirty days' prior written notice to Mortgagee.

Section 7.8 Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Indebtedness secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee or the Lenders.

Section 7.9 Applicable Law. The provisions of this Mortgage regarding the creation, perfection and enforcement of the mortgage, liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Mortgaged Property is located. All other provisions of this Mortgage and the Obligations shall be governed by the laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflicts of laws principles.

Section 7.10 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 7.11 Entire Agreement. This Mortgage, the Credit Agreement and the other Credit Documents embody the entire agreement and understanding between Mortgagee and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Agreement and the other Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This agreement may be amended only with the written consent of the Mortgagor and Mortgagee, or their respective heirs, successors and assigns.

ARTICLE 8

LOCAL LAW PROVISIONS

Section 8.1 Insurance and Taxes. Mortgagor shall at all time provide, maintain and keep in force or cause to be provided, maintained and keep in force, at no expense to Mortgagee, policies of insurance in form and amounts and issued by companies, associations or organizations reasonably satisfactory to Mortgagee covering such casualties, risks, perils, liabilities and other hazards as set forth in the Credit Agreement or as Mortgagee reasonably requires. Mortgagor shall pay, or cause to be paid prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including, without limitation, nongovernmental levies or assessments such as maintenance charges, levies or charges resulting from covenants, conditions and restrictions affecting the Mortgaged Property, which are assessed or imposed upon the Mortgaged Property, or become due and payable, and which create, may create or appear to create a lien upon the Mortgaged Property or any part thereof, or upon any person, property, equipment or other facility used in the operation or maintenance thereof (all the above collectively hereinafter referred to as "**Impositions**"); provided, however, if, by law any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Mortgagor may pay the same or cause it to be paid, together with any accrued interest on the unpaid balance of such Imposition, in installments before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest. If Mortgagor does not pay such insurance premiums and Impositions in accordance with the foregoing, Mortgagee may pay such amounts and Mortgagor shall reimburse Mortgagee upon demand for such payments and such reimbursement obligation shall be added to the Obligations secured hereby.

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IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be signed in its corporate name by its duly authorized officers AND DELIVERED by authority of its board of directors duly given.

THE PANTRY, INC.

By: Berry Epley (SEAL)
Name: Berry Epley
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Sarah E Herklotz, a Notary Public for said County and State, do hereby certify that Berry Epley, whose name as Vice President of THE PANTRY, INC., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Witness my hand and official stamp or seal, this 19 day of December, 2012.

Sarah E Herklotz
Notary Public

My Commission Expires:

1-18-2016

[NOTARIAL SEAL]

SARAH E. HERKLOTZ
NOTARY PUBLIC
JOHNSTON COUNTY, N.C.
My Commission Expires 1-18-2016.

IN WITNESS WHEREOF, Agent has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be signed in its corporate name by its duly authorized officers.

WELLS FARGO BANK, NATIONAL ASSOCIATION
a national banking association

By: Andrea S Chen
Name: Andrea S. Chen
Title: Director

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Laura L Polk, a Notary Public of the aforesaid County and State, do hereby certify that Andrea S. Chen, who is named as Director of Wells Fargo Bank, National Association, a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

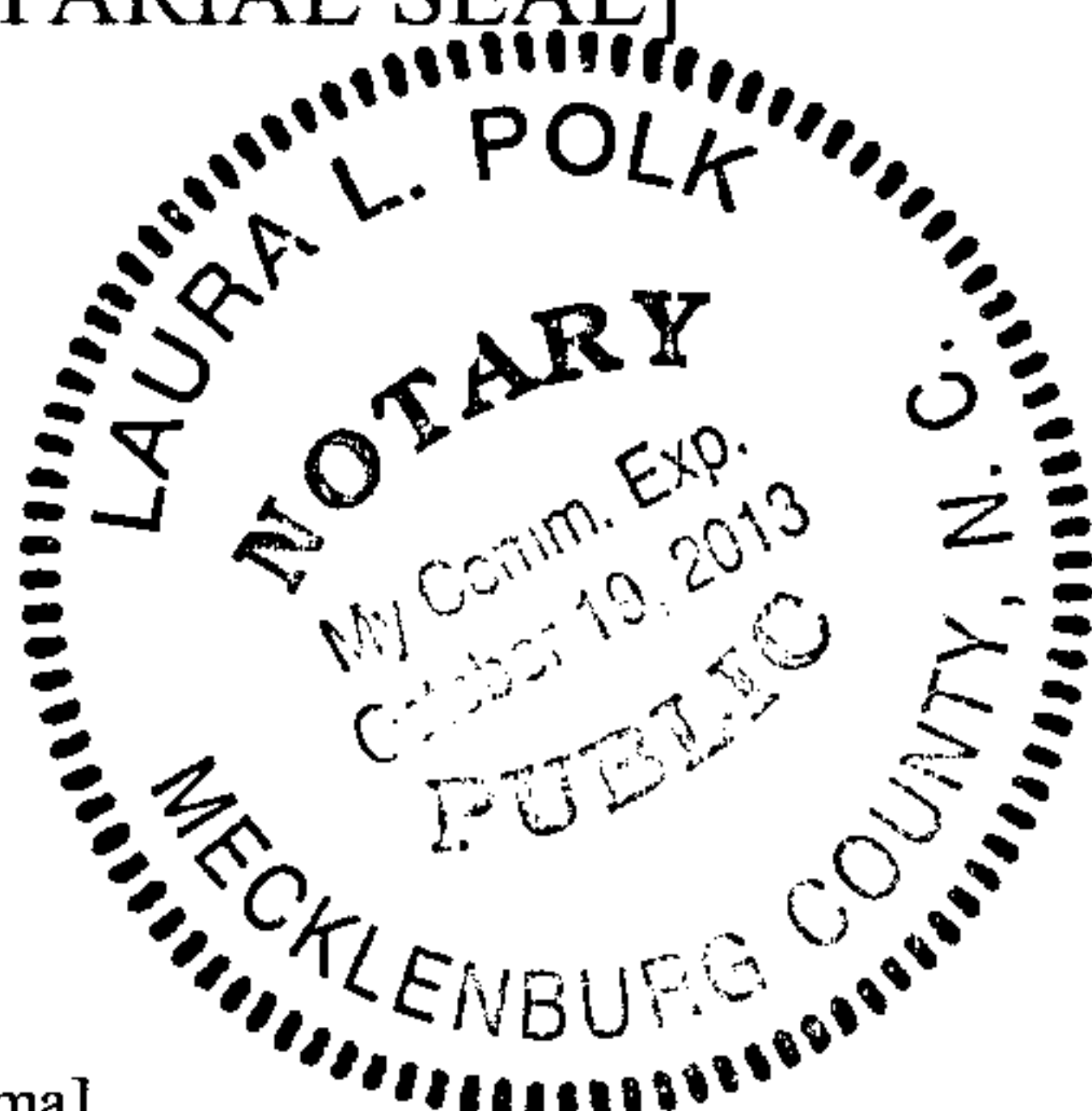
Witness my hand and official stamp or seal, this 9th day of January, 2013.

Laura L Polk
Notary Public

My Commission Expires:

October 19, 2013

[NOTARIAL SEAL]



[Alabama]

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EXHIBIT A

LEGAL DESCRIPTIONS OF THE PROPERTIES CURRENTLY ENCUMBERED



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[Alabama]

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#3830

Part of the NW 1/4 of the NW 1/4 of Section 15, Township 17 North, Range 16 East, Autauga County, Alabama, and also being a part of Block 2 of Prattmont Subdivision recorded in Deed Book 54, page 498, in the Probate Office of Autauga County, Alabama, being more particularly described as follows:

Begin at the corner of Lots 9, 10, 32, and 33 of Block 2, Prattmont Subdivision, as recorded in the Office of the Judge of Probate of Autauga County, Alabama, in Deed Book 54 at page 498; thence S 49°26'36" W 65.83 feet to an iron pipe; thence N 00° 42'45" E 233.02 feet to an iron pipe lying on the south right-of-way of East Main Street; thence along said right-of-way S 87°12'07" E 189.12 feet to an iron pipe; thence along said curve a chord bearing of S 56°26'40" E 23.89 feet to an iron pipe; thence along a curve a chord bearing of S 44°23'41" E 124.97 feet to an iron pipe lying on the west right-of-way of Alabama Highway No. 31; thence along said right-of-way S 10°49'05" E 95.74 feet to an iron pipe; thence leaving said right-of-way S 50°43' 56" W 192.64 feet to an iron pipe; thence N 40°34'47" W 146.24 feet to an iron pipe; thence N 40°46'24" W 34.90 feet to the point of beginning.

Said described property lying and being situated in the NW 1/4 of the NW 1/4 of Section 15, Township 17 North, Range 16 East, Autauga County, Alabama, and also being a part of said Block 2 of Prattmont Subdivision, and containing 1.63 acres, more or less

Pantry #1556

Commencing at the Southeast corner of Lot D, Fractional Section 30, Township 4 South, Range 2 East, Baldwin County, Alabama, run North 294.82 feet to a point; thence run North 89 degrees 47' 30" West 110.50 feet to a point on the west right of way line of U. S. Highway 90; said point being the Northeast corner of Spanish Fort Estates, according to plat recorded in Map Book 3, Pages 50-51 of the Probate Court Records of Baldwin County, Alabama; thence along said West right of way line of U. S. Highway 90 run North 30.0 feet to the Point of Beginning of the property herein described; thence run North 89 degrees 47' 30" West 110.0 feet to a point; thence run North 150.0 feet to a point; thence run South 89 degrees 47' 30" East 110.0 feet to a point on the aforementioned West right of way line of U. S. Highway 90; thence along said West right of way line of U. S. Highway 90 run South 150.0 feet to the point of Beginning.



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Pantry #1558

Commencing at the Southwest corner of Block No. 5, Division No. 2 of Gulf Pines Unit of Gulf Shores and measure along the East right of way line of West Gulf Avenue (formerly Gulf Avenue) being a curve to the right, having a radius of 1,828.82, an arc length of 102.61 feet to the point of beginning; thence continue along the East right of way line of West Gulf Avenue (formerly Gulf Avenue), being a curve to the right, having a radius of 1,828.82 feet, an arc length of 198.4 feet, more or less (deed), 195.99 feet (measured) to a point on the South right of way line of West 20th Avenue (after said West 20th Avenue has been widened from 70 feet to 100 feet in width); thence measure North 89 degrees 37 minutes East along the South right of way line of West 20th Avenue, a distance of 100.20 feet to a point; thence measure South 27 degrees 00 minutes East, a distance of 41.40 feet to a point on the West right of way line of Alabama Highway No. 59; thence measure along the West right of way line of Alabama Highway No. 59, being a curve to the right, having a radius of 7,405.09 feet, an arc length of 155.00 feet (deed), 151.86 feet (measured) to a point; thence measure South 89 degrees 50 minutes West, a distance of 155.10 feet, more or less (deed), 154.95 feet (measured) to the point of beginning.



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One certain portion of ground situated in the Southwest 1/4 of the Southeast 1/4 of Section 32, T3S-R3E, Town of Stapleton, Baldwin County, Alabama, designated as a portion of Lots on Blocks "I" and "J" in the Town of Stapleton, Alabama, according to the Official Map on Plat of said subdivision. Which is recorded in Miscellaneous Book 1, Page 342, in the Office of the Judge of Probate of Baldwin County, Alabama and being more fully described as follows:

Beginning the intersection of the South line of Section 32, T3S-R3E with the original Easterly right of way line of U.S. Highway No. 31 and measure N00° 33' 14" W, along the original Easterly right of way line of U.S. Highway No. 31, a distance of 550.00' to a point, thence measure East, a distance of 25.00' to a point on the Easterly right of way line of U.S. Highway No. 31 as acquired, and the point of beginning, thence measure N00° 33' 14" W, along the Easterly right of way line of U.S. Highway No. 31 as acquired, a distance of 270.00' to a point; thence measure East, a distance of 300.00' to a point; thence measure S00° 33' 14" E, a distance 270.00 to a point; thence measure West, 300.00' to the point of beginning and containing 80,999.35 square feet or 1.86 acres




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One certain portion of ground situated in Section 16, T2S-R3E, Baldwin County, Alabama, being a portion of Lots 1 and 14 of Block 5 & a portion of Block 6 of Wilkins' addition to Bay Minette, and an undesignated portion of ground as shown on the plan of Westlawn Subdivision and being more fully described as follows:

Beginning at the Northwest corner of the South 112 of the Northeast 1/4 of the Southwest 114 of Section 16, T2S-R3E and measure N00°34'00"W a distance of 66.72' to the point of beginning, thence measure N76°10'00"E, a distance of 8.81' to a point; thence measure S09°44'50"E, a distance of 35.25' to a point; thence measure N84°49'25"E, a distance of 150.01' to a point; thence measure S00°04'55"W, a distance of 50.29' to a point on the North line of Westlawn Subdivision, thence measure N89°19'35"W (deed), N89°09'22"W (measured) a distance of 39.30' to a point, said point being the Northwest corner of Lot 1 of Westlawn Subdivision; thence measure S00°37'32"E (deed), S00°25'48"E (measured), a distance of 120.00' to a point, said point being the Southwest corner of Lot 1, Westlawn Subdivision and being situated on the North right of way line of

Hickory Street; thence measure S89°19'35"W, along the North right of way line of Hickory Street, a distance of 175.00' to a point on the Easterly right of way line of U. S. Highway No. 31, thence measure N18°36'44"W, along the East right of way line of U.S. Highway No. 31, a distance of 174.10' to a point; thence measure N76°10'00"E, a distance of 108.24' to the point of beginning and containing 36,538.75 square feet or 0.84 acres.


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Commencing at the Northeast corner of the Robert Gilchrist Grant Section 43, Township 1 South, Range 2 East, Baldwin County, Alabama; thence run South 16 degrees 45 minutes 42 seconds West 2811.90 feet to a point; thence run South 16 degrees 57 minutes 49 seconds West 716.67 feet to a point on the North line of Interstate Number 65 and the point of beginning of the property herein described; thence run North 78 degrees 34 minutes 28 seconds West 52.85 feet along said North line to a point; thence run North 32 degrees 08 minutes 24 seconds West 140.89 feet continuing along aforesaid North line to a point on the East line of Alabama State Highway Number 225; thence run North 19 degrees 07 minutes 57 seconds East 320.00 feet along said East line to a point; thence run South 70 degrees 54 minutes 00 seconds East 410.12 feet to a point; thence run South 19 degrees 08 minutes 15 seconds West 355.96 feet to a point on the aforementioned North line of Interstate Number 65; thence run South 86 degrees 08 minutes 23 seconds West 44.18 feet along said North line to a point; thence run North 78 degrees 34 minutes 28 seconds West 209.04 feet continuing along aforesaid North line to the point of beginning.

ALSO DESCRIBED AS:

COMMENCE at the Northeast corner of the Robert Gilchrist Grant Section 43, Township 1 South, Range 2 East, Baldwin County, Alabama; thence run South 20°30'20" West 2811.90 feet; thence run South 21°42'27" West 716.67 feet to a point on the north right-of-way Interstate 65 (a variable right-of-way), said point being the POINT OF BEGINNING; thence run North 73°49'50" West along said right-of-way 52.85 feet to a concrete monument found; thence run North 27°24'46" West along said right of way 140.83 feet to a concrete monument found on the east right-of-way of Alabama Highway 225; thence run North 23°52'27" East along said east right-of-way 320.01 feet to a PK nail found; thence run South 66°08'15" East 410.12 feet a ½" capped rebar set; thence run South 23°52'59" West 355.96 feet to a capped rebar found on said north right-of-way; thence run North 88°52'56" West along said right of way 44.28 feet to a concrete monument found; thence run North 73°49'50" West along said right of way 208.85 feet to the POINT OF BEGINNING.

Said parcel containing 156,199 square feet, or 3.586 acres, more or less.



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LEGAL DESCRIPTION – STORE #1584

Lot 1 of Resubdivision of Lots 1 and 2, GWS Industrial Park, Baldwin County, Alabama, as recorded in Slide 2049E in the Office of the Judge of Probate of Baldwin County, Alabama.

ALSO DESCRIBED AS:

A parcel of land being Lot 1 of the Resubdivision of Lots 1 and 2 of G.W.S. Industrial Park as recorded in the Probate Office of Baldwin County, Alabama in Slide 2049E, said parcel being more particularly described as follows:

Commence at a rebar found at the southeast corner of Lot 2 of the Resubdivision of Lots 1 and 2 of G.W.S. Industrial Park; thence, run North 00°03'38" West along the east boundary of said Lot 2 a distance of 987.09 feet to a rebar found at the southeast corner of said Lot 1, said point being the POINT OF BEGINNING; thence, run North 89°56'21" West along the south boundary of said Lot 1 a distance of 246.32 feet to a rebar found (bent) at the southwest corner of said Lot 1, said point lying on the east right-of-way of the Foley Beach Express (148-foot City of Foley right-of-way); thence, run North 00°03'38" West along the west boundary of said Lot 1, and along the east right-of-way of the Foley Beach

Express a distance of 285.91 feet to a 1/2" rebar and cap set at a point of right-of-way change; thence, run South 89°56'21" East along the boundary of said Lot 1, and along said right-of-way change, a distance of 2.00 feet to a 1/2" rebar and cap set at a point of right-of-way transition; thence, run North 46°43'55" East along the boundary of said Lot 1, and along said right-of-way transition, a distance of 35.11 feet to a point on the south right-of-way of U.S. Highway 98 East (80-foot right-of-way); thence, run South 89°46'14" East along the north boundary of said Lot 1, and along the south right-of-way of U.S. Highway 98 East, a distance of 218.73 feet to a 1/2" rebar and cap set at the northeast corner of said Lot 1; thence, depart said right-of-way, and run South 00°03'38" East along the east boundary of said Lot 1 a distance of 309.32 feet to the POINT OF BEGINNING.

Said parcel contains 75,932 square feet (1.743 acres), more or less.

TOGETHER WITH a twenty (20) foot easement for purposes of ingress and egress only, over, upon and across the following strip of land situated and located in Baldwin County, Alabama, and more particularly described as follows, to-wit: Commencing at the southwest corner of Lot 2 of the Resubdivision of Lots 1 and 2 of G.W.S. Industrial Park, Baldwin County, Alabama, as recorded on Slide No. 2409-E in the Office of the Judge of Probate of Baldwin County, Alabama, being a 1/2" rebar found; thence along the East right-of-way of the Foley Beach Express, North 00 degrees 04 minutes 38 seconds West 175 feet to a point; thence North 89 degrees 59 minutes 13 seconds East 30.00 feet to a capped iron set (CA 0604 LS) and the point of beginning; thence North 00 degrees 00 minutes 38 seconds West 814.22 feet to a capped iron set (CA 0604 LS); thence South 89 degrees 55 minutes 34 seconds East 20.00 feet to a capped iron set (CA 0604 LS); thence South 00 degrees 04 minutes 38 seconds East 814.19 feet to a capped iron set (CA0604 LS); thence South 89 degrees 59 minutes 13 seconds West 20.00 feet to a capped iron set (CA 0604 LS) and the point of beginning.

All bearings rotated about the west boundary of Lot 1 as being N 00°03'38" W.

One certain portion of ground situated in the Southwest 1/4 of Section 30, T4N- R9E, Conecuh County, Alabama and being more fully described as follows:

Beginning at the intersection of the West right of way line of Alabama State Highway No. 41 and the North right of way line of Interstate Highway No. 65 and measure S30°17'W, along the North right of way line of Interstate Highway No. 65, a distance of 145.00' to a point; thence measure N34°15'W, a distance of 310.00' to a point; thence measure N30°17'E, a distance of 151.47' to a point on the West right of way line of Alabama State Highway No. 41; thence measure in a Southeasterly direction, along the West right of way line of Alabama State Highway No. 41, being a curve to the right, having a radius of 1809.86', an arc length of 230.25' to a point; thence continue along the West right of way line of Alabama State Highway No. 41, S30°30'E, a distance of 82.87' to the point of beginning and containing 42,655.80 square feet or 0.98 acres.



#3826

Lot 1, according to the Revised Plat of Andalusia Crossings, a Subdivision of the City of Andalusia, Covington County, Alabama, as recorded in Plat Book 6, page 36, in the Office of the Judge of Probate of Covington County, Alabama

Together with the rights and appurtenances to said lot as established pursuant to said plat and pursuant to that certain Declaration of Easements and Restrictive Covenants for Andalusia Crossings, a Commercial Subdivision, as recorded in Real Property Book 948, pages 235-242 in the Probate Office of Covington County, Alabama, including but not limited to the right and easement of ingress and egress over, under, and across the Private Streets as designated on said plat and the right and easement of ingress, egress, and utilities over, under, and across the driveways and curb cuts situated within the Common Area situated between the southerly line of Lots 3 and 4 of said plat and the northerly boundary of the right-of-way of Alabama Highway 100.

Also together with a non-exclusive easement for ingress, egress, and utilities over, under, and across the portions of Lot 2, according to the Revised Plat of Andalusia Crossings, a Subdivision of the City of Andalusia, Covington County, Alabama, as recorded in Plat Book 6, page 36, in the Probate Office of Covington County, Alabama, which are improved as driveways, including but not limited to the "Common Area" and the driveway across the southerly fifty (50) feet of said Lot 2, which connects Lot 1 according to said plat to the "Private Street" as designated on said plat.



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1565

Commencing at the Northwest corner of the Southwest Quarter of the Southwest Quarter (NW cor. Of SW1/4 of SW1/4) of Section Twenty (20), Township One (1) North, Range Six (6) East, thence nm East 954.0 feet, thence South 214.0 feet crossing Howard Street to the starting point, thence West 148.0 feet; thence South 122.0 feet, thence East 148.0 feet to Main Street, thence North along the West side of Main Street 122.0 feet to the starting point; located in the City of Atmore, Escambia County, Alabama.

ALSO DESCRIBED AS:-

Part of Lot 1, Block 3, Ninth Subdivision in the City of Atmore, Alabama, also being part of the southwest quarter of the southwest quarter of Section 20, Township 1 North, Range 6 East, Escambia County, Alabama, and being more particularly described as follows:

BEGIN at a capped rebar found at the northeast corner of said Lot 1, said rebar being at the intersection of the south right-of-way of Howard Street, said right-of-

way being measured 20 feet from the centerline and the west right-of-way of North Main Street, said right-of-way being measured 30 feet from the centerline;


thence run South $02^{\circ}44'50.11''$ West along the east boundary of said Lot 1 and along said west right-of-way 121.94 feet to a capped rebar found;

thence run North $87^{\circ}14'18.11''$ West 148.00 feet to a W' capped rebar set on the west boundary of said Lot 1;

thence run North $02^{\circ}44'50.11''$ East along said west boundary 121.94 feet to a W' capped rebar set at the northwest corner of said Lot 1' said rebar also being on said south right-of-way;

thence run South $87^{\circ}14'18.11''$ East along the north boundary of said Lot 1 and along said south right-of-way 148.00 feet to the POINT OF BEGINNING.

Said parcel containing 0.41 acres (18,047 sq.ft), more or less.


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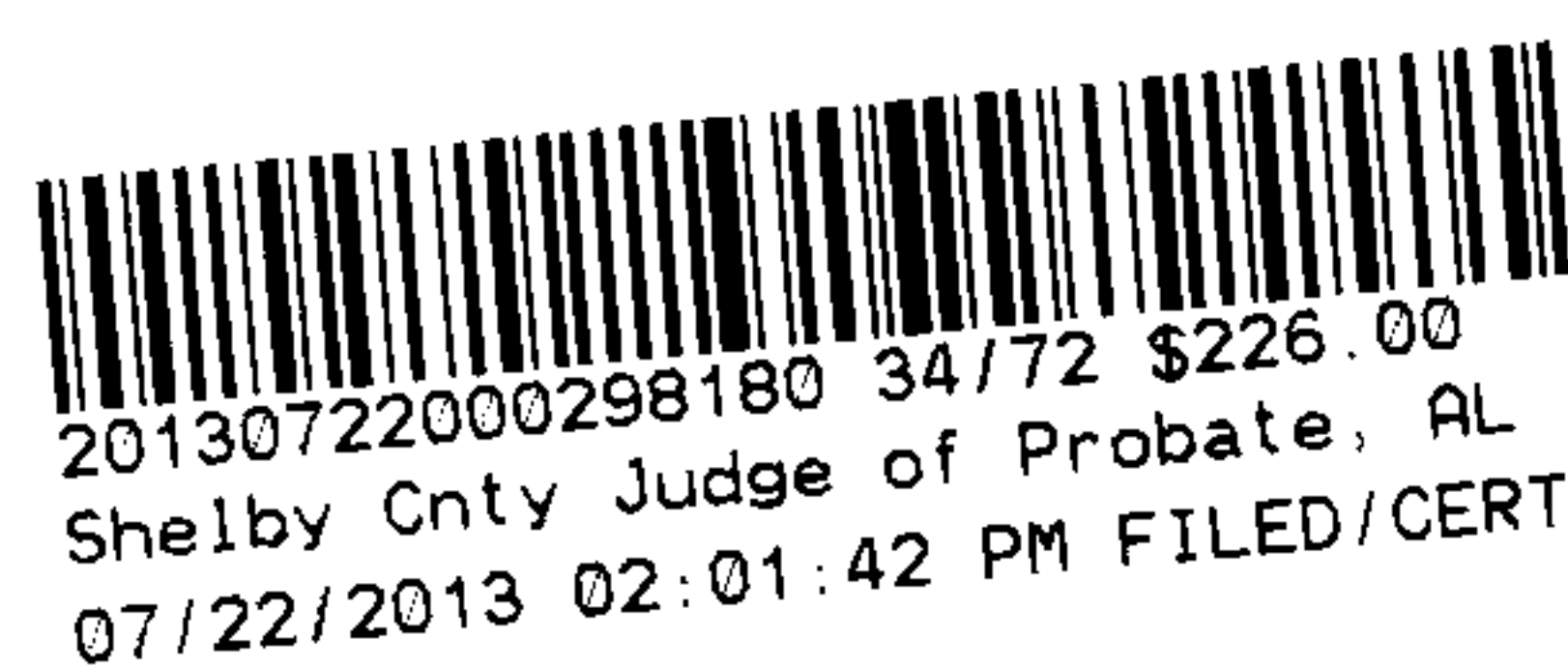
Commencing at the Northeast corner of the Northwest quarter of the Northwest Quarter (NE corner of NW 1/4 of NW 1/4) of Section 30, Township 3 North, Range 8 East; Thence run South 330 feet; Thence run West 1204 feet more or less, to a point on the East line of State Highway; Thence run in a Northerly direction along the East line of said Highway 331 feet, more or less, to a point that is due West of the starting point; Thence run East 1186 feet, more or less, back to the starting point. Containing 9.06 acres, more or less.



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Store #1573 (Car Wash Parcel)

Commence at the center of Section 30, Township 1 North, Range 6 East, Escambia County, Alabama; thence run North 24 degrees 30 minutes East 1640 feet; thence run North 88 degrees West 44.3 feet; thence South 24 degrees 30 minutes West 87.1 feet to a point at the intersection of the South right-of-way line of U.S. Highway 31 and the West property line of an existing county road; thence run South 24 degrees 30 minutes West 210 feet to a starting point; thence run South 24 degrees 30 minutes West 200 feet; thence run South 88 degrees 23 minutes West 172.1 feet; thence run North 24 degrees 30 minutes East 200 feet; thence run North 88 degrees 23 minutes East 172.1 feet to the starting point. Said property being in the Northeast Quarter of said Section 30, Township 1 North, Range 6 East, Escambia County, Alabama.



LEGAL DESCRIPTION – STORE #1575

A parcel of land located in the southwest quarter of the northeast quarter and in the southeast quarter of the northwest quarter of Section 33, Township 2 North, Range 10 East, Escambia County, Alabama and being more particularly described as follows:

COMMENCE at the intersection of the north margin of the Simmons Street right-of-way, said right-of-way being measured 20 feet from the centerline and the west margin of the Forrest Avenue right-of-way, said right-of-way being measured 25 feet from the centerline; thence run North 33 degrees, 35 minutes, 26 seconds West along said Forrest Avenue right-of-way 422.35 feet to a capped rebar found at the POINT

OF BEGINNING; thence run South 56 degrees, 32 minutes, 07 seconds West 192.40 feet to a ½" pipe found; thence run North 23 degrees, 24 minutes, 55 seconds West 129.62 feet to a rebar found; thence run North 86 degrees, 40 minutes, 03 seconds West 62.78 feet to a rebar found; thence run North 34 degrees, 18 minutes, 14 seconds West 211.55 feet to a capped rebar found; thence run North 46 degrees, 45 minutes, 46 seconds East 220.15 feet to rebar found on the west right-of-way of said Forrest Avenue; thence run southeastwardly along said right-of-way, said right-of-way curving to the right and having a radius of 3303.43 feet, a chord distance of 186.94 feet to a rebar found, said chord bearing South 35 degrees, 12 minutes, 44 seconds East; thence run South 33 degrees, 35 minutes, 26 seconds East along said right of way 227.27 feet to the POINT OF BEGINNING.

Less and Except:

A parcel of land located in the southwest quarter of the northeast quarter of Section 33, Township 2 North, Range 10 East and being more particularly described as follows:



#1575 CONTINUED...

COMMENCE at the intersection of the north margin of the Simmons Street right-of-way, said right-of-way being measured 20 feet from the centerline and the west margin of the Forrest Avenue right-of-way, said right-of-way being measured 25 feet from the centerline; thence run North 33 degrees, 35 minutes, 26 seconds West along said Forrest Avenue right-of-way 422.35 feet; thence run South 56 degrees, 32 minutes, 07 seconds West 161.58 feet; thence run North 33 degrees, 41 minutes, 29 seconds West 1.55 feet to a steel fence post and the POINT OF BEGINNING; thence run South 56 degrees, 11 minutes, 42 seconds West along an existing fence 24.49 feet to a steel fence post; thence run North 34 degrees, 24 minutes, 39 seconds, West along an existing fence 25.17 feet to a steel fence post; thence run North 56 degrees, 47 minutes, 57 seconds East along an existing fence 24.81 feet to a steel fence post; thence run South 33 degrees, 41 minutes, 29 seconds East 24.91 feet to the POINT OF BEGINNING as shown on plat entitled "ALTA/ACSM Land Title Survey for The Pantry, Inc., Herndon Oil Store 154/Pantry Store 1575", prepared by Herndon, Hicks & Associates, Inc., Professional Land Surveyors and dated June 11, 2009.

Said parcel containing 617 square feet, more or less.

Beginning at the Northwest corner of Lot 6 in Block "A" of the Visscher Addition (also known as the F. F. Visscher Addition), as per map recorded in Plat Book 1, Page 13 in the Office of Probate Court Records, Escambia County, Alabama, said point being on the South line of Poplar Street; thence run Eastwardly along said South line 107.16 feet to a point; thence run Southeastwardly with an interior angle of 136 degrees 22 minutes 37 seconds a distance of 60.00 feet to a point on the West line of Houston Street (U. S. Highway No. 29) thence with an interior angle of 135 degrees 25 minutes 12 seconds run Southwardly along said West line 60.00 feet to a point; thence run Westwardly with an interior angle of 89 degrees 34 minutes 48 seconds a distance of 150.00 feet to a point; thence with an interior angle of 90 degrees 00 minutes 00 seconds run North 105.00 feet to the point of beginning. Said parcel being a portion of Lots 5 and 6 of the aforementioned subdivision.



#3829

LEGAL DESCRIPTION:

That part of the Northwest quarter of the Northwest quarter Section 4, Township 3 North, Range 26 East, situated in Houston County, Alabama, more particularly described as follows:

Commence at an existing iron pipe marking the accepted north line of said quarter-quarter section and a point on a curve to the right of the northeasterly right of way line of U.S. Highway No. 231 and facing easterly along said quarter-quarter line turn an interior angle of 50 degrees 10 minutes 00 seconds right and run southeasterly for a distance of 390.42 feet to a concrete monument on the said right of way line (P.T. Sta. 242+52.6); thence turn a deflection angle of 80 degree 02 minutes 26 seconds left and run in a southeasterly direction along said right of way line for a distance of 188.15 feet to the POINT OF BEGINNING; thence continue along last described course for a distance of 168.25 feet; thence turn an interior angle of 107 degrees 33 minutes 01 seconds right and run in a northeasterly direction along said right of way line for a distance of 180.21 feet; thence turn an interior angle of 201 degrees 53 minutes 25 seconds right and run in an easterly direction along said right of way line for a distance of 21.50 feet to a point on the westerly right of way line of Napier Field Road; thence turn an interior angle of 90 degrees 23 minutes 27 seconds right and run in a northerly direction along said right of way line for a chord distance of 147.18 feet; thence turn an interior angle of 91 degrees 56 minutes 31 seconds right and run in a westerly direction for a distance of 185.22 feet; thence turn an interior angle of 138 degrees 09 minutes 47 seconds right and run in a southwesterly direction for a distance of 144.87 feet to the POINT OF BEGINNING. Said parcel contains 45,344 square feet or 1.05 acre more or less.

Also, a 25 foot easement described as follows:

Commence at an existing iron pipe marking the accepted north line of said quarter-quarter section and a point on a curve to the right of the northeasterly right of way line of U.S. Highway No. 231 and facing easterly along said quarter-quarter line turn an interior angle of 50 degrees 10 minutes 00 seconds right and run southeasterly for a distance of 390.42 feet to a concrete monument on the said right of way line (P.T. Sta. 242+52.6); thence turn a deflection angle of 80 degree 02 minutes 26 seconds left and run in a southeasterly direction along said right of way line for a distance of 188.15 feet to the POINT OF BEGINNING; thence turn an interior angle of 89 degrees 56 minutes 11 seconds right and run northeasterly for a distance of 144.87 feet; thence turn an interior angle of 221 degrees 50 minutes 13 seconds right and run easterly for a distance of 185.22 feet to the westerly right of way line of Napier Field Road; thence turn an interior angle of 90 degrees 55 minutes 36 seconds right and run northerly along said right of way line for a distance of 24.83 feet; thence turn an interior angle of 89 degrees 04 minutes 24 seconds right and run westerly for a distance of 195.11 feet; thence turn an interior angle of 138 degrees 09 minutes 47 seconds right and run southwesterly for a distance of 154.84 feet; thence turn an interior angle of 90 degrees 03 minutes 49 seconds right and run southeasterly for a distance of 14.83 feet to the POINT OF BEGINNING, as established pursuant to that certain Easement Deed recorded in Book 515, Page 50, in the Office of the Judge of Probate of Houston County, Alabama, as amended by that certain Amendment to Easement Deed recorded in Deed Book 622, Page 501, in said Probate Office.



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3800

Lot 1, according to a Resurvey, as recorded in Map Book 72 Page 88 in the Probate Office of Jefferson County, Alabama, of Lots 1, 2, 3, and 4 of Tichenor's Survey; situated in the NE 1/4 of NE 1/4 of section 23, Township 18 South, Range 3 West, Jefferson County, Alabama. Mineral and mining rights excepted.



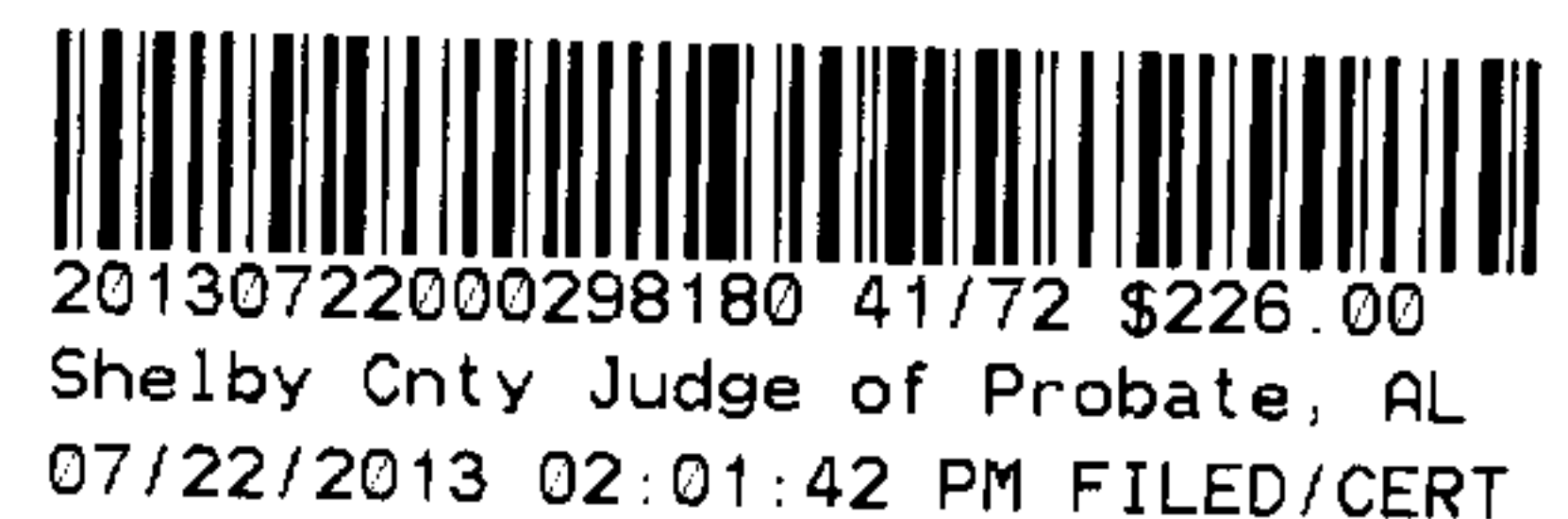
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A parcel of land situated in the Northwest quarter of the Northwest quarter of Section 35, Township 15 South, Range 1 West, Jefferson County, Alabama, and being more particularly described as follows: Begin at the intersection of the Southerly right of way line of Dug Hollow Road with the Westerly right of way line of Old Springville Road and run in a Southwesterly direction along the Westerly right of way line of Old Springville Road for a distance of 215.00 feet; thence $90^{\circ}00'$ right and in a Northwesterly direction for a distance of 151.01 feet; thence $36^{\circ}09'02''$ right and in a Northerly direction for a distance of 33.43 feet; thence $53^{\circ}50'58''$ right and in a Northeasterly direction for a distance of 129.77 feet to a point on the Southerly right of way line of Dug Hollow Road, said point being situated on a curve to the right, said curve to the right having a radius of 459.62 feet and a central angle of $19^{\circ}56'35''$; thence $68^{\circ}10'42''$ right to the chord of said curve to the right and in a Southeasterly direction along the arc of said curve to the right and the Southerly right of way of Dug Hollow Road for a distance of 159.98 feet to the end of said curve to the right; thence at tangent to said curve to the right and in a Southeasterly direction along the Southerly right of way line of Dug Hollow Road for a distance of 30.89 feet to the point of beginning.

Containing 33.337 square feet more or less which is one and the same as: Lot A, according to the Amended Map of Cosby Lake Commercial Area, Phase One, as recorded in Map Book 159, Page 46, in the Probate Office of Jefferson County Alabama.

3804

Lot 2, according to the Survey of Durr-Fillauer Medical, Inc. Addition to Red Mountain Park, as recorded in Map Book 118, Page 41, in the Probate Office of Jefferson County, Alabama.



3812

Part of the northwest quarter of Section 1, Township 17 South, Range 2 West, more particularly described as follows: Commence at the northwest corner of Lot A, according to the Amended Map of Southland Survey as recorded in Map Book 134, page 46, in the Office of the Judge of Probate of Jefferson County, Alabama, said point being on the southerly right-of-way line of Red Lane Road; thence in a southerly direction along the southerly right-of-way line of Red Lane Road 1.0 feet to the point of beginning; thence 90 degrees 00 minutes 00 seconds right in a westerly direction along the southerly right-of-way line of Red Lane Road a distance of 41.08 feet; thence 90 degrees 00 minutes 00 seconds left in a southerly direction a distance of 142.84 feet; thence 90 degrees 00 minutes 00 seconds left in an easterly direction a distance of 41.08 feet; thence 90 degrees 00 minutes 00 seconds left in a northerly direction a distance of 142.84 feet to the point of beginning.

TOGETHER WITH an easement for the benefit of the real property hereinabove conveyed and the lands owned by Grantee which are adjacent to said real property and more particularly described as follows:

Lot A, according to the Amended Map of Southland Survey as recorded in Map Book 134, page 46, in the Office of the Judge of Probate of Jefferson County, Alabama (collectively the "Grantee's Property") over, under, and across the following described real estate situated in Jefferson County, Alabama, to-wit:

Part of the northwest quarter of Section 1, Township 17 South, Range 2 West, more particularly described as follows: Commence at the northwest corner of Lot A, according to the Amended Map of Southland Survey as recorded in Map Book 134, page 46, in the Office of the Judge of Probate of Jefferson County, Alabama, said point being on the southerly right-of-way line of Red Lane Road; thence in a southerly direction along the southerly right-of-way line of Red Lane Road 1.0 feet; thence 90 degrees 00 minutes 00 seconds right in a westerly direction along the southerly right-of-way line of Red Lane Road a distance of 41.08 feet to the point of beginning; thence continue along the last described course and along said southerly right-of-way line of Red Lane Road a distance of 25.0 feet; thence 90 degrees 00 minutes 00 seconds left in a southerly direction a distance of 142.84 feet; thence 90 degrees 00 minutes 00 seconds left in an easterly direction a distance of 25.00 feet; thence 90 degrees 00 minutes 00 seconds left in a northerly direction a distance of 142.84 feet to the point of beginning.

The rights and easements herein granted shall run with and bind the lands forever and shall be for the benefit of the Grantee's Property and the subsequent owners and occupants thereof.

3814

Parcel I

Lot A, according to the Survey of Marino's Addition to Forest Ridge, as recorded in Map Book 154 page 9 in the Probate Office of Jefferson County, Alabama; being situated in Jefferson County; Alabama.

Parcel II

A parcel of land situated in the SW 1/4 of the NW 1/4 and in the NW 1/4 of the SW 1/4 of Section 18, Township 19 South; Range 2 West, of the Huntsville Principal Meridian, in Jefferson County, Alabama, being more particularly described as follows:

Commence at the SW corner of said SW 1/4 of the NW 1/4 and run thence Easterly along the South line thereof 12.23 feet to a point on the Southeasterly right of way line of Lorna Road (01 U.S. Highway 31); thence turn 38 deg. 59 min. 30 sec. left and run Northeasterly along said right of way line 116.25 feet; thence turn 90 deg. right and run Southeasterly 30.00 feet to the point of beginning of the property herein described; thence continue Southeasterly along the last described course 201.89 feet to a point; thence turn 90 deg. left and run Northeasterly 170.20 feet to a point; thence turn 90 deg. left and run Northwesterly 201.89 feet to a point on the Southeasterly right of way line of Lorna Road; thence turn 90 deg. left and run Southwesterly 170.20 feet along said right of way line to the point of beginning; being situated in Jefferson County, Alabama.




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#3818

Lot 1, according to the Map and Survey of Montclair Road Development, as recorded in Map Book 72, Page 57, in the Probate Office of Jefferson County, Alabama, and situated in the North One-Half of Section 26, Township 17 South, Range 2 West, more particularly described as follows:

Commence at the point of intersection of the Southeasterly right of way line of Montclair Road (Old Atlanta Highway) and the Northwesterly right of way line of Montevallo Road; thence South $36^{\circ}29'$ West for 22.77 feet to the point of beginning; thence continue South $36^{\circ}29'$ West along said right of way line of Montevallo Road for 308.13 feet to the beginning of a curve to the right, said curve having a radius of 21.70 feet and subtending a central angle of $85^{\circ}30' 30''$; thence Southwesterly along the arc of said curve for 32.32 feet to the end of said curve; thence North $58^{\circ}10'30''$ West along the Northeasterly right of way line of Elder Street for 128.78 feet to the beginning of a curve to the right having a radius of 11.69 feet and subtending a central angle of $119^{\circ}25'30''$; thence Northeasterly along the arc of said curve for 24.37 feet to the end of said curve; thence North $61^{\circ}15'$ east along said right of way line of Montclair Road for 358.78 feet to the beginning of a curve to the right having a radius of 5.00 feet and subtending a central angle of $155^{\circ}14'$; thence Southeasterly along the arc of said curve of 13.55 feet to the point of beginning.

Minerals and mining rights excepted.


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#3820

PARCEL I

Lots 1, 2, 3, 4, 4A and 5, according to Dobbin's Resurvey, as recorded in Map Book 46, page 98, in the Office of the Judge of Probate of Jefferson County, Alabama, of part of Lots 28 and 29, in Block 91, East Lake, together with Lots 26 and 27 and a part of Lots 28 and 29, in Block 91, according to the Survey of East Lake, as recorded in Map Book 1, page 217, in said Probate Office, all of which is more particularly described by metes and bounds as follows: Begin at a point where the southeasterly right-of-way line of First Avenue North intersects the northeasterly right-of-way line of 77th Street North; thence run northeasterly along said southeasterly right-of-way line of First Avenue North for 210.67 feet to the northwest corner of said Lot 26; thence to the right with an interior angle of 90 degrees 00 minutes 00 seconds and run southeasterly along the northeast line of said Lot 26 for 165.00 feet to a point on the northwesterly line of a 20 foot wide alley; thence to the right with an interior angle of 90 degrees 00 minutes 00 seconds and run southwesterly along said alley line for 226.43 feet (record 226.53 feet); thence to the right with an interior angle of 169 degrees 08 minutes 00 seconds and continue southwesterly along said alley line for 15.64 feet to a point on the northeasterly right-of-way line of 77th Street North; thence to the right with an interior angle of 90 degrees 00 minutes 00 seconds and run northwesterly along said northeasterly right-of-way line of 77th Street North for 165.00 feet to the point of beginning. Being situated in Jefferson County, Alabama.

PARCEL II


Lot 25, Block 91, according to the Survey of East Lake as recorded in Map Book 1, page 217, in the Probate Office of Jefferson County, Alabama. Being situated in Jefferson County, Alabama.


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#3822

PARCEL I

Part of Lots 1, 2, 3, 18 and 19, in Block 436, according to the map of West Lake Highlands, as recorded in Map Book 2, page 46, in the Bessemer Division of the Office of the Judge of Probate of Jefferson County, Alabama, more particularly described by metes and bounds as follows: Begin at the northwest corner of said Lot 18, said point being the point of intersection of the southwesterly line of the right-of-way of 9th Street (formerly Adger Road) with the southeasterly line of a 20 foot alley running in a northeasterly and southwesterly direction through said Block 436, and run thence southeastwardly along the southwesterly line of the right-of-way of 9th Street (formerly Adger Road) for a distance of 80.23 feet; thence turn an interior angle of 114 degrees 32 minutes (115 degrees 31 minutes description) to the right and run southwardly for a distance of 62.32 feet to a point on the northwesterly line of the right-of-way of U. S. Highway No. 11, said point being on a curve to the right having a radius of 7,733.11 feet and a central angle of 1 degree 29 minutes 52 seconds; thence to the right with an interior angle of 131 degrees 43 minutes 04 seconds measured to the tangent of said curve, and run southwestwardly along the arc of said curve and along the northwesterly line of said right-of-way for a distance of 202.15 feet (200.48 feet description); thence turn an interior angle of 93 degrees 32 minutes 04 seconds measured from tangent of said curve to the right and run northwestwardly for a distance of 103.46 feet (102.19 feet description) to a point of intersection with the southeasterly line of the aforementioned 20 foot alley; thence to the right with an interior angle of 90 degrees and run northeastwardly along the southeasterly line of said alley for a distance of 221.12 feet (219.57 feet description) to the point of beginning.


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#3822 cont'd

PARCEL II

An easement for ingress and egress as reserved by Humble Oil & Refining Company n/k/a the Exxon Corporation in the deed dated June 28, 1965, recorded in Real Volume 15, page 367, in the Probate Office of Jefferson County, Alabama, Bessemer Division, over, upon and across the following described parcel:

Part of Lot 4, Block 436, according to the Map and Survey of Block 436, West Lake Highlands, as recorded in Map Book 2, page 46, in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, and a parcel lying adjacent to said Lot 4, which is more particularly described as follows: Commence at the intersection of the southeasterly line of a 20 foot wide alley with the southwesterly right-of-way line of Adger Road, said point being the northwest corner of Lot 18 of said Block 436; thence southeasterly along the southwesterly line of Adger Road for 80.23 feet; thence to the right with an interior angle of 115 degrees 31 minutes and run southerly for 62.32 feet to a point on the northwesterly right-of-way line of U. S. #11, said point being on a curve to the right having a radius of 7,733.11 feet; thence to the right with an interior angle of 131 degrees 55 minutes 25 seconds as measured to tangent of said curve; thence southwesterly along the arc of said curve and along said right-of-way for 200.48 feet to the point of beginning; thence


continue southwesterly along the arc of said curve and along said right-of-way line for 51.08 feet; thence to the right with an interior angle of 84 degrees 46 minutes 25 seconds as measured from tangent of said curve and run northwesterly along said right-of-way line for 45.19 feet to a point on a curve to the right having a radius of 7,688.11 feet; thence to the left with an interior angle of 275 degrees 15 minutes 26 seconds as measured to tangent of said curve; thence southwesterly along the arc of said curve and along said right-of-way line for 100.00 feet; thence to the right with an interior angle of 90 degrees as measured from tangent of said curve and run northwesterly 41.92 feet to the intersection with the southeast line of said 20 foot wide alley and its extension; thence to the right with an interior angle of 96 degrees 44 minutes 02 seconds and run northeasterly along said alley line and its extension for 136.15 feet to the northwest corner of said Lot 4; thence run southeasterly for 102.19 feet to the point of beginning. Being situated in Jefferson County, Alabama.



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#3828

**Lot 15B, according to a resurvey of Lot 15A of a resurvey of Lots 14 and 15,
Gravette's Addition to Huffman as recorded in Map Book 90, page 24, in the
Probate Office in Jefferson County, Alabama**

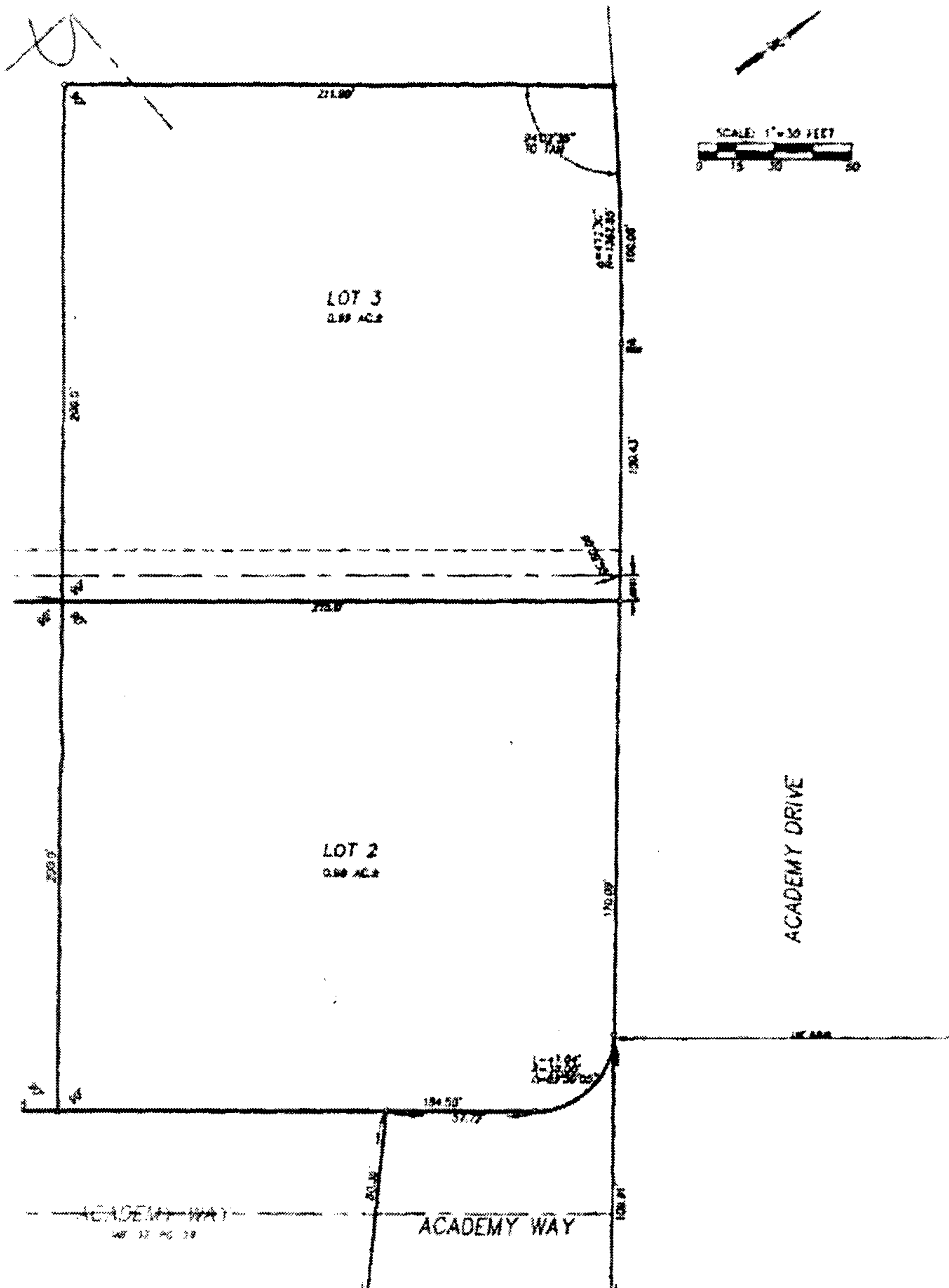

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LEGAL DESCRIPTION - STORE

#3833

A tract of land, **MINERALS AND MINING RIGHTS OWNED BY USX Corporation EXCEPTED**, situated in the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 19 South, Range 4 West of the Huntsville Principal Meridian, Jefferson County, City of Bessemer, Alabama. the location of said land being shown and being more particularly described as follows, to wit:

Lot 2, according to the Survey of Academy Business Park - Phase II, as recorded in Map Book 33, page 46, in the Probate Office of Jefferson County, Alabama (Bessemer Division).




#3834

Lot 11-A, according to Armstrong's Resurvey of Lots 6 through 11, Block 9, and acreage tract of Midfield, Sector A, as recorded in Map Book 30, page 32, in the Probate Office of Jefferson County, Alabama, Bessemer Division

All of the above purchase price was paid from a mortgage loan closed simultaneously herewith.

Grantor hereby certifies that the above described property has never been and does not now constitute the homestead of Grantor (as defined by Section 6-10-2, et seq, of the Code of Alabama, 1975).


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#3836

A parcel of land located in the northeast quarter of the southeast quarter of Section 29, Township 16 South, Range 4 West, more particularly described as follows: Commence at the southeast corner of the southeast quarter of the southeast quarter of Section 29, Township 16 South, Range 4 West, Jefferson County, Alabama; thence in a northerly direction along the east line of said Section 29 a distance of 1496.18 feet to the point of beginning, said point being on the northeasterly right-of-way line of U.S. Highway 78 West; thence 52 degrees 01 minutes 50 seconds left in a northwesterly direction along said right-of-way line a distance of 27.62 feet to the beginning of a curve to the right, having a radius of 5604.58 feet and a central angle of 2 degrees 46 minutes; thence in a northwesterly direction along said curve and right-of-way line a distance of 270.63 feet; thence 54 degrees 13 minutes 30 seconds right from chord of said curve in a northerly direction along the right-of-way line a distance of 185.06 feet to a point on the southwesterly right-of-way line of Main Street (Old U.S. Highway No.78); thence 134 degrees 24 minutes 27 seconds right to the chord of a curve to the left, having a radius of 1013.56 feet and central angle of 18 degrees 37 minutes 04 seconds; thence in a southeasterly direction along said curve and right-of-way line a distance of 329.35 feet to the intersection with the east line of said northeast quarter of the southeast quarter of said Section 29; thence 42 degrees 00 minutes 53 seconds right from chord of said curve in a southerly direction along said quarter-quarter section line a distance of 129.66 feet to the point of beginning.



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Lot 1C, Capps-Palmer Subdivision, First Addition, Third Revision, a Revision of Lot 1C, according to and as shown by that certain map or plat thereof of record in Town Plat Book 28, page 161, in the Office of the Judge of Probate of Lee County, Alabama, being more particularly described as follows:

Begin at the northeast corner of Lot 1C, Capps-Palmer Subdivision, First Addition, Third Revision, a Revision of Lot 1C, according to and as shown by that certain map or plat thereof of record in Town Plat Book 28, page 161, in the Office of the Judge of Probate of Lee County, Alabama, point also being at the intersection of the southwesternmost right-of-way line of Gateway Drive (ROW varies) and the southeasternmost right-of-way line of Capps Landing (ROW varies), said point also being a curve to the left, said curve having a radius of 2023.58 feet, a central angle of 04 degrees 59 minutes 03 seconds, and a chord length of 175.97 feet; thence run in a southeasterly direction along said right-of-way and along the arc of said curve for a distance of 176.03 feet; thence turn an interior angle to the left from the chord of said curve of 92 degrees 26 minutes 32 seconds and leaving said right-of-way run in a southwesterly direction for a distance of 350.00 feet to a point on the northeasternmost right-of-way line of Capps Way (60' ROW), point also being on a curve to the right, said curve having a radius of 270.00 feet, a central angle of 17 degrees 35 minutes 00 seconds, an interior chord angle to the left of 81 degrees, 20 minutes 08 seconds, and a chord length of 82.53 feet; thence run in a northwesterly direction along the arc of said curve and along said right-of-way for a distance of 82.86 feet; thence turn an interior angle to the left of 171 degrees 12 minutes 30 seconds from the chord of said curve and run in a northwesterly direction along said right-of-way for a distance of 58.10 feet, said point also being on a curve to the left, said curve having a radius of 330.0 feet, a central angle of 13 degrees 49 minutes 28 seconds, an interior chord angle to the left of 186 degrees 56 minutes 19 seconds, and a chord length of 79.43 feet; thence run in a northwesterly direction along the arc of said curve and along said right-of-way for a distance of 79.63 feet; thence turn an interior angle to the left of 186 degrees 54 minutes 45 seconds from the chord of said curve and run in a northwesterly direction along said right-of-way for a distance of 21.21 feet to a point on the southeasternmost right-of-way of Capps Landing (ROW varies); thence turn an interior angle to the left of 84 degrees 26 minutes 07 seconds and run in a northeasterly direction along said right-of-way for a distance of 164.74 feet; thence turn an interior angle to the left of 172 degrees 01 minutes 49 seconds and run in a northeasterly direction along said right-of-way for a distance of 72.13 feet; thence turn an interior angle to the left of 187 degrees 58 minutes 11 seconds and run in a northeasterly direction for a distance of 81.28 feet to the point of beginning.



Parcel I

A part of Lot 9, Block 19, according to the North Mobile Subdivision, the map or plat of which is recorded in Deed Book 145, page 252 in the office of the Judge of Probate of Mobile County, Alabama and being more fully described as follows: Beginning at the Southeast corner of said Lot 9; thence Westerly along the South line of said lot a distance of 50 feet, more or less, to the Southwest corner of said lot; thence northerly along the West line of said lot a distance of 87 feet, more or less, to a point that is 80 feet southerly of and at right angles to the centerline Project No. M-7554(1); thence South $89^{\circ}44'$ East, parallel with the centerline of said project a distance of 50 feet, more or less, to the East line of said lot; thence southerly along the east line of said lot a distance of 87 feet, more or less, to the point of beginning.

Parcel II

Lots 10, 11, and 12, Block 19, North Mobile Subdivision, according to plat thereof recorded in Deed Book 145, page 252, Probate Court Records of Mobile County, Alabama, LESS and EXCEPT that portion conveyed to State of Alabama by deed dated February 24, 1978 and recorded in Real Property Book 1829, page 455 more particularly described as follows: A part of Lots 10, 11, and 12, Block 19, according to the North Mobile Subdivision, the map or plat of which is recorded in Deed Book 145, page 252 in the office of the Judge of Probate of Mobile County, Alabama and being more fully described as follows: Commencing at the Southeast corner of said Lot 12, thence Northerly along the East line of said Lot 12 a distance of 85 feet, more or less, to a point that is 80 feet Southerly of and at right angles to the centerline of Project No. M-7554(1) and the point of beginning of the property herein to be conveyed; thence North $89^{\circ}44'$ West parallel to the centerline of said project a distance of 150 feet, more or less to the West line of said Lot 10; thence Northerly along the West line of said Lot 10 a distance of 55 feet, more or less, to the Northwest corner of said Lot 10; thence Easterly along the North line of said Lots 10, 11, and 12 a distance of 150 feet, more or less, to the Northeast corner of said Lot 12, thence Southerly along the East line of said Lot 12, a distance of 55 feet, more or less, to the point of beginning and containing 0.19 acres, more or less.



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From the Southeast corner of the Northeast Quarter of the Northwest Quarter, Section 25, Township 6 South, Range 4 West, Mobile County, Alabama; run thence North 165 feet to a point; thence West 121.4 feet to a concrete monument on the West right-of-way line of Interstate No. 10 and Union Church Road intersection for the point of beginning of herein described property; run thence West 406.6 feet to a point; thence South 145 feet to a point; thence East along North line of Creel Road 266.18 feet to a point; thence North 43 degrees 57 minutes East along the above mentioned highway right-of-way line 204.0 feet to the point of beginning. LESS AND EXCEPT that portion conveyed to Mobile County for Right-of-Way Deed recorded in Real Property Book 962, Page 418, being more particularly described as follows, to-wit: Commencing at the Southwest corner of the Southwest Quarter of the Northeast Quarter at Section 26, Township 6 South, Range 4 West, Mobile County, Alabama; thence run Northwardly from the center of Section 26, 1345 feet to a point, said point being the centerline intersection of Schoener Road with Creel Road; thence run Eastwardly along the centerline of Creel Road 4737 feet, more or less, to a point, said point being the Point of Beginning; thence continue Eastwardly along said centerline 392 feet, more or less, to a point, said point being on the West right-of-way line of Interstate 10; thence run Northeastwardly along said West right-of-way line, 40 feet, more or less, to a point; thence run Westwardly, parallel to said centerline, 266 feet, more or less, to a point; thence run Southwardly 30 feet to the Point of Beginning.



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Lot 21, Block A, Norwood Subdivision, as recorded in Map Book 9, Page 433, ALSO Lots 1 and 2, Block 7, North Mobile Subdivision, as recorded in Deed Book 145 N.S., Pages 252-263 of the records in the Office of the Judge of Probate of Mobile County, Alabama; AND the East 40 feet of Grand Boulevard lying West of and adjacent to said Lot 1, Block 7, North Mobile Subdivision, said 40 feet being more particularly described as follows:

Beginning at the Southwest corner of Lot 1, Block 7, North Mobile Subdivision, as recorded in Deed Book 145 N.S., Pages 252-263 in the Office of the Judge of Probate, Mobile County, Alabama; thence run Westwardly along an extension of the South line of said Lot 1, 40.00 feet to a point; thence with an interior angle of 90 degrees 31 minutes 30 seconds run Northwardly and parallel with the West line of said Lot 1, 140.00 feet to a point; thence with an interior angle of 89 degrees 12 minutes 38 seconds run Eastwardly 40.00 feet to the Northwest corner of said Lot 1; thence with an interior angle of 90 degrees 47 minutes 22 seconds run Southwardly along the West line of said Lot 1, 139.82 feet to the point of beginning.

ALSO DESCRIBED AS:


A parcel of land being all of Lots 1 and 2, Block 7, North Mobile Subdivision, as recorded in Deed Book 145 N.S., Pages 252-263 in the Office of the Judge of Probate, Mobile County, Alabama, AND all of Lot 21, Block A, Norwood Subdivision, Unit B, as recorded in Map Book 9, Page 433 in said Probate Office, AND the East 40 feet of Grand Boulevard lying West of and adjacent to said Lot 1, Block 7, North Mobile Subdivision, said parcel being more particularly described as follows:

Begin at a capped iron pipe found at the southeast corner of said Lot 21, Block A, Norwood Subdivision, Unit 8, said point lying on the north right-of-way of West Lee Street (105-foot right-of-way); thence, run South $89^{\circ}46'04''$ West along said north right-of-way, and along the south boundary of said Lot 21, Block A, Norwood Subdivision, Unit B, Lots 2 and 1, Block 7, North Mobile Subdivision, and the 40-foot westward prolongation of the south boundary of said Lot 1, Block 7, North Mobile Subdivision, a distance of 200.10 feet to a capped rebar found at the intersection of the north right-of-way of said West Lee Street and the east right-of-way of Grand Boulevard; thence, run North $00^{\circ}06'25''$ East along the east right-of-way of said Grand Boulevard a distance of 140.00 feet to a PK Nail set in asphalt at the intersection of the east right-of-way of said Grand Boulevard and the 40-foot westward prolongation of the north boundary of said Lot 1, Block 7, North Mobile Subdivision, said point lying on the south margin of a 14-foot-wide alley as shown on the Plat of North Mobile Subdivision; thence, depart said right-of-way and run North $89^{\circ}46'04''$ East along said 40-foot prolongation of the north boundary of said Lot 1, Block 7, North Mobile Subdivision and the north boundary of said Lots 1 and 2, Block 7, North Mobile Subdivision, and along the south margin of said 14-foot-wide alley, a distance of 140.00


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feet to a 1/2" rebar and cap set on the east boundary of said Lot 2, Block 7, North Mobile Subdivision, said point also lying on the west boundary of said Lot 21, Block A, Norwood Subdivision, Unit B; thence, run North 00°06'25" East along the east boundary of said Lot 2, Block 7, North Mobile Subdivision, the west boundary of said Lot 21, Block A, Norwood Subdivision, Unit B and the eastern end of said alley a distance of 12.00 feet to a 1/2" rebar and cap reference corner set; thence, continue North 00°06'25" East a distance of 2.07 feet to the calculated northwest corner of said Lot 21, Block A, Norwood Subdivision, Unit B; thence, run South 89°49'01" East along the north boundary of said Lot 21, Block A, Norwood Subdivision, Unit B a distance of 59.99 feet to a capped iron pipe found at the northeast corner of said Lot 21, Block A, Norwood Subdivision, Unit B; thence, run South 00°04'04" West along the east boundary of said Lot 21, Block A, Norwood Subdivision, Unit B a distance of 153.64 feet to the POINT OF BEGINNING as shown on plat entitled "ALTA/ACSM Land Title Survey, Herndon Oil #160/ The Pantry, Inc. Store #1579, 314 West Lee Street, Chickasaw, AL 36611," prepared by Herndon, Hicks & Associates, LLC., Professional Land Surveyors dated May 22, 2009 and last revised May 29, 2009.

Said parcel contains 28,838 square feet (0.662 acres), more or less.


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Commencing at the Southeast corner of the Southwest Quarter of Section 33, Township 2 South, Range 1 West, Mobile County, Alabama; thence run West 2388.00 feet to a point; thence run North 2000.00 feet to a point; thence run West 475.00 feet to a point; thence run North 23.60 feet to a point on the West line of Interstate 65 and the point of beginning of the property herein described; thence continue North 770.64 feet to a point on the South line of Celeste Road; thence run South 86 degrees 38 minutes 00 seconds East 114.45 feet along said South line to a point; thence run South 86 degrees 12 minutes 00 seconds East 55.52 feet continuing along aforesaid South line to a point; thence run South 35 degrees 23 minutes 06 seconds East 125.37 feet to a point on the West line of Interstate 65; thence run South 17 degrees 15 minutes 44 seconds West 256.62 feet to the P.C. of a curve to the right having a delta angle of 09 degrees 11 minutes 28 seconds and a radius of 2777.79 feet; thence run Southwestwardly an arc distance of 445.60 feet along said curve and aforesaid West line (curve has a chord bearing of South 21 degrees 54 minutes 36 seconds West and a distance of 445.12 feet) to the point of beginning.

ALSO DESCRIBED AS:


A parcel of land being part of the northeast quarter of the southeast quarter and part of the southeast quarter of the northeast quarter of Section 32 and also being part of the northwest quarter of the southwest quarter and part of the southwest quarter of the northwest quarter of Section 33, Township 2 South, Range 1 West in Mobile County, Alabama and being more particularly described as follows:

COMMENCE at the southeast corner of said southwest quarter of Section 33; thence run North 90°00'00" West and along the south line of said Section 33 for a distance of 2,388.00 feet; thence run North 00°00'00" East for a distance of 2,000.00 feet; thence run North 90°00'00" West for a distance of 475.00 feet; thence run North 00°00'00" East for a distance of 23.60 feet to a half-inch iron pipe found on the west right-of-way of Interstate No. 65, a variable width right-of-way, said point also being the POINT OF BEGINNING; thence run North 00°00'00" East for a distance of 770.51 feet to a half-inch capped rebar found on the south right-of-way Celest Road, a 145.00 foot right-of-way; thence with a chord bearing of South 86°38'00" East run along said south right-of-way, being a curve to the right and having a radius of 2,814.79 feet, for a chord distance of 114.45 feet to a PK nail set; thence run South 86°10'04" East and along said south right-of-way for a distance of 55.33 feet to a half-inch capped rebar found; thence run South 35°20'15" East and along a right-of-way transition line to said west right-of-way of Interstate No. 65 for a distance of 125.33 feet to a concrete monument found; thence run South 17°19'24" West and along said west right-of-way for a distance of 256.73 feet to a concrete monument found; thence with a chord bearing of South 21°50'52" West run along said west right-of-way, being a curve to the right and having a radius of 2,777.79 feet, for a chord distance of 444.72 feet to the POINT OF BEGINNING.



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Said parcel containing 2.50 acres (108,689 sq.ft.), more or less.


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From the Northwest Corner of Section 28, Township 5 South, Range 2 West, Mobile County, Alabama, run East along the North section line 914.25 feet to a point; thence run South 00 degrees 11 minutes West 40 feet to the point of beginning; thence run South 00 degrees 11 minutes West 200 feet to a point; thence East 420 feet to a point; thence North 200 feet to a point; thence West 420 feet to the Point of Beginning.

ALSO DESCRIBED AS:

A parcel of land being part of the northwest quarter of the northwest quarter of Section 28, Township 5 South, Range 2 West in Mobile County, Alabama and being more particularly described as follows:

COMMENCE at the northwest corner of said Section 28, said point also being the centerline of Three Notch Road, an 80.00 foot right-of-way; thence run North 90°00'00" East along the north line of said section and along said centerline for a distance of 914.25 feet; thence run South 00°09'38" West for a distance of 40.00 feet to a half-inch capped rebar set on the south right-of-way of said road, said point also being the POINT OF BEGINNING; thence continue along said course for a distance of 200.00 feet to a half-inch capped rebar found at the northwest corner of Lot 1 of Tillman's Comer Volunteer Fire Department as recorded in the Probate Office of Mobile County in Map Book 112, Page 42; thence run North 90°00'00" East and along the north line of said Lot 1 and an extension thereof for a distance of 420.00 feet to a half-inch capped rebar set at the southwest corner of Lot 1 of Freeway Heights Subdivision as recorded in the Probate Office of Mobile County in Map Book 11, Page 89; thence run North 00°00'00" East and along the west line of said Lot 1 for a distance of 200.00 feet to a half-inch capped rebar set at the northwest corner of said Lot 1 and on said south right-of-way; thence run North 90°00'00" West and along said south right-of-way for a distance of 419.44 feet to the POINT OF BEGINNING.

Said parcel containing 1.93 acres (83,944 sq.ft.), more or less.



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Lots 15-A and 16-A of Resubdivision of Lots 15, 16 & 17 Woods End Subdivision according to plat thereof recorded in Map Book 42, Page 78 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

LESS AND EXCEPT:

TRACT NO. 17 ROW, PROJECT NO. MCR-2004-007 COTTAGE HILL ROAD

COMMENCING AT THE NORTHWEST CORNER OF LOT 15-A, WOODS END RESUBDIVISION LOT 15-17, AS RECORDED IN MB 42, PG 78, THENCE RUN S2°14'05"W, 101.35 FEET TO A POINT, WHICH IS THE POINT OF BEGINNING; THENCE S12°47'38"E, 82.51 FEET TO A POINT; THENCE RUN S46°18'49"E, 53.78 FEET TO A POINT; THENCE RUN S89°27'42"W, 22.55 FEET TO A POINT; THENCE N43°35'06"W, 54.62 FEET TO A POINT; THENCE N2°14'05"E, 78.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.038 ACRES (1640.8 sq. ft.), MORE OR LESS.

ALSO DESCRIBED AS:

BEGIN at an iron found at the Northwest corner of Lot 15-A of Resubdivision of Lots 15, 16 & 17, according to the plat thereof recorded in Map Book 42, Page 78 of the Records of the Office of the Judge of Probate of Mobile County, Alabama, said point lying on the East right-of-way of Leroy Stevens Road; thence run South 88 degrees, 30 minutes, 00 seconds East for a distance of 174.72 feet to an iron found; thence run North 75 degrees, 37 minutes, 46 seconds East for a distance of 125.85 feet to an iron found; thence run North 87 degrees, 12 minutes, 30 seconds East for a distance of 10.67 feet to an iron found at the Northwest corner of Lot 16A of Resubdivision of Lots 15, 16 & 17, according to the plat thereof recorded in Map Book 42, Page 78 of the Records of the Office of the Judge of Probate of Mobile County, Alabama; thence run South 00 degrees, 44 minutes, 11 seconds West for a distance of 200.04 feet to an iron found at the Southwest corner of said Lot 16A; thence run South 88 degrees, 42 minutes, 42 seconds West for a distance of 100.03 feet to a Chiseled Mark found in concrete at the Southeast corner of said Lot 16A; thence run South 01 degrees, 07 minutes, 10 seconds West and along the West line of said Lot 15A for a distance of 40.03 feet to an iron found at the Southwest corner of said Lot 15A, said point lying on the North right-of-way of Cottage Hill Road; thence run South 88 degrees, 50 minutes, 05 seconds West and along said North right-of-way for a distance of 147.94 feet to a capped rebar set; thence run North 47 degrees, 07 minutes, 17 seconds West and along a right-of-way transition for a distance of 53.78 feet to a capped rebar set; thence run North 13 degrees, 30 minutes, 54 seconds West and along said right-of-way transition for a distance of 82.50 feet to a capped rebar set on the East right-of-way of Leroy Stevens Road; thence run North 01 degrees, 32 minutes, 25 seconds East and along said East right-of-way for a distance of 101.35 feet to the POINT OF BEGINNING.



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LOT 1, REVISED MAE SUBDIVISION, ACCORDING TO PLAT THEREOF
RECORDED IN MAP BOOK 75, PAGE 36 OF THE RECORDS IN THE
OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

LESS AND EXCEPT that portion conveyed to Mobile County by Right of Way Deed for Public Road recorded in Real Property Book 5464, Page 1891 and more particularly described as follows: That certain land for roadway and drainage improvements described as follows: Beginning at the southeast corner of Lot 1, Revised Mae Subdivision as recorded in Map Book 75, Page 36 in the Office of the Judge of Probate of Mobile County, Alabama. Thence run S 82°08'58"W (along the north right of way line of Cottage Hill Road) for a distance of 38.46' to a point (being the point of curve to the right). Thence run northwesterly along said curve to the right having a radius of 100.00' arc length of 31.79', tangent of 16.03', and delta of 18°12'49" (and along the said north right of way line of Cottage Hill Road) to a point. Thence run N 82°09'26"E for a distance of 110.52' to a point. Thence run S 01°05'34"W for a distance of 5.06' to a point (being on the north right of way of Cottage Hill Road). Thence run S 82°08'58"W for a distance of 39.95' to the point of beginning, said description encloses 497 square feet.

ALSO DESCRIBED AS:

BEGIN at a capped rebar set at the Northeast corner of Lot 1, Revised Mae Subdivision, according to plat thereof recorded Map Book 75, Page 36 or the records in the Office of the Judge of Probate, Mobile County, Alabama; thence run South 00 degrees, 58 minutes, 03 seconds West and along the East line of said Lot 1 for a distance of 184.87 feet to a capped rebar set on the margin of a dedicated service road; thence run South 41 degrees, 18 minutes, 12 seconds West and along said service road margin for a distance of 53.21 feet to a chiseled mark placed in concrete, said point lying on the North right-of-way of Cottage Hill Road; thence run South 81 degrees, 43 minutes, 37 seconds West and along said North right-of-way for a distance of 75.62 feet to a capped rebar set on a right-of-way transition; thence run Northwesterly and along said right-of-way transition, being a curve to the right, having a delta angle of 80 degrees, 53 minutes, 51 seconds, a radius of 100.00 feet, a chord bearing of North 39 degrees, 37 minutes, 46 seconds West for a chord distance of 129.75 feet to an iron found on the West right-of-way of Cody Road; thence run North 00 degrees, 50 minutes, 39 seconds East and along said West right-of-way for a distance of 90.25 feet to a chiseled mark placed in concrete on the margin of a dedicated service road; thence run North 51 degrees, 56 minutes, 37 seconds East and along said margin for a distance of 51.05 feet to an iron found on the North line of said Lot 1, Revised Mae Subdivision; thence run North 84 degrees, 47 minutes, 53 seconds East and along said North line for a distance of 154.94 feet to the POINT OF BEGINNING as shown on plat entitled "ALTA/ACSM Land Title Survey, Pantry Store #1585/ Herndon Oil #174, Lot 1, Revised Mae Subdivision," prepared by Herndon, Hicks & Associates, Inc., and dated June 2, 2009.



PARCEL A: LOT 3, SUBDIVISION SQUARE 90 OF OLD SPRINGHILL SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 21, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

Parcel B: Beginning at the Northeast corner of Lot 3, Subdivision Square 90 of Old Springhill Subdivision, according to plat recorded in Map Book 21; Page 52 of the Probate Court records of Mobile County, Alabama, said point being on the arc of a curve that is concave Northwardly and has a radius of 2954.80 feet, run Westwardly along the Northern boundary of said Lot 3 and along the arc of said curve a distance of 175.39 feet to the Northwest corner of said Lot 3, said point being North 86 degrees 22 minutes 55 seconds West 175.36 feet from the last described point; thence run North 00 degrees 04 minutes 00 seconds West 30.13 feet to a point that is 60 feet South of the centerline of Springhill Avenue as shown on aforementioned plat of Subdivision Square 90 of Old Springhill Subdivision; said point also being on the arc of the curve that is concave Northwardly and has a radius of 2924.80 feet; thence along the arc of said curve, said arc being parallel with and 60 feet from said centerline of Springhill Avenue run Eastwardly 175.40 feet to a point, said point being South 86 degrees 20 minutes 38 seconds East, 175.37 feet from the last described point and being on a projection of the West right of way line of Bishop Lane, as widened; thence along said projection run South 00 degrees 04 minutes 00 seconds East, 30.02 feet to the Point of Beginning.

ALSO DESCRIBED AS:

BEGIN at the Northeast corner of Lot 3 Subdivision Square 90 of Old Springhill Subdivision according to the plat thereof recorded in Map Book 21 at Page 52 of the records in the Office of the Judge of Probate of Mobile County, Alabama, said point lying on the West right-of-way of Bishop Lane; thence run South 00 degrees, 04 minutes, 00 seconds East and along the West right-of-way of Bishop Lane and the East line of said Lot 3 for a distance 174.32 feet to an iron found at the Southeast corner of said Lot 3; thence run South 89 degrees, 56 minutes, 00 seconds West and along the South line of said Lot 3 for a distance of 175.00 feet to an iron found at the Southwest corner of said Lot 3; thence run North 00 degrees, 04 minutes, 00 seconds West and along the West line of said Lot 3 and a projection thereof for a distance of 215.72 feet to a capped rebar set on the South right-of-way of Springhill Avenue; thence run Southeasterly and along said South right-of-way, being a curve to the left having a delta angle of 03 degrees, 26 minutes, 09 seconds, a radius of 2,924.80 feet, a chord bearing of South 86 degrees, 20 minutes, 46 seconds East for a chord distance of 175.37 feet to a capped rebar set on the West right-of-way of Bishop Lane; thence run South 00 degrees, 04 minutes, 00 seconds East and along said West right-of-way for a distance of 30.02 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION – STORE #1577

PARCEL ONE:

Commencing at the Southeast corner of Section 22, Township 6 North, Range 7 East, Monroe County, Alabama; thence run North, 1915.00 feet to a point; thence run West, 555.00 feet to a point on the West line of Alabama State Highway Number 21; thence run South 55 degrees 30 minutes 00 seconds West, 25.00 feet along said West line to a point; thence run West, 283.75 feet to a point; thence run North 11 degrees 26 minutes 25 seconds West, 188.61 feet to a point; thence run North 82 degrees 52 minutes 31 seconds East, 326.92 feet to a point on the West line of U. S. Highway Number 84; thence run South 49 degrees 15 minutes 21 seconds East, 40.00 feet along said West line to a point; thence run South 03 degrees 59 minutes 46 seconds West, 185.60 feet to the Point of Beginning.

PARCEL TWO:

Commencing at the Southeast corner of Section 22, Township 6 North, Range 7 East, Monroe County, Alabama; thence run North 1915 feet to a point; thence run West 555 feet to a point on the West right-of-way line of Alabama Highway Number 21; thence run South 55 degrees 30 minutes West 25 feet along said right-of-way line to a point; thence run West 284 feet to the point and place of beginning; thence continue West 125 feet to a point; thence run North 189 feet to a point; thence run South 86 degrees 30 minutes East 85 feet to a point which is 193.5 feet, more or less, North and West of the point and place of beginning; thence run in a Southeasterly direction 193.5 feet, more or less, to the point of beginning.



ALSO DESCRIBED AS:

PARCEL ONE

Commencing at the Southeast corner of Section 22, Township 6 North, Range 7 East, Monroe County, Alabama; thence run North 04 degrees 25 minutes 11 seconds East 1915.00 feet; thence run North 85 degrees 34 minutes 49 seconds West 555.00 feet to a capped rebar found on the Northwest margin of the Alabama Highway 21 right-of-way, said rebar being the Point of Beginning; thence run South 60 degrees 25 minutes 36 seconds West along said right of way 25.00 feet to a ½" capped rebar set; thence run North 85 degrees 34 minutes 49 seconds West 283.75 feet to a rebar found; thence run North 06 degrees 54 minutes 51 seconds West 188.61 feet to a ½" capped rebar set; thence run North 87 degrees 18 minutes 27 seconds East 326.92 feet to a crimped pipe found on the Southwest margin of the U.S. Highway 84 right-of-way; thence run South 44 degrees 33 minutes 42 seconds East along said right of way 40.11 feet to a capped rebar found; thence run South 08 degrees 28 minutes 31 seconds West 185.57 feet to the Point of Beginning.

PARCEL TWO

A parcel of land located in the northeast quarter of the southeast quarter of Section 22, Township 6 North, Range 7 East and being more particularly described as follows:

COMMENCE at the southeast corner of said section; thence run North 04 degrees 25 minutes 11 seconds East 1915.00 feet; thence run North 85 degrees 34 minutes 49 seconds West 555.00 feet to a capped rebar found on the Northwest margin of the Alabama Highway 21 right-of-way; thence run South 60 degrees 25 minutes 36 seconds West along said right of way 25.00 feet to a ½" capped rebar set; thence run North 85 degrees 34 minutes 49 seconds West 283.75 feet to a rebar found at THE POINT OF BEGINNING; thence run North 85°31'36" West 125.00 feet to a ½" iron pipe found; thence run North 05°13'48" East 189.13 feet to a capped rebar found; thence run South 82°41'50" East 85.37 feet a ½" capped rebar set; thence run South 06°54'51" East 188.61 feet to the POINT OF BEGINNING.

1512

Lot 1, according to Cornerstone Plat No. 2, recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 50 at Page 92 (the "Plat").

Together with all easements and other beneficial rights appurtenant to said Lot 1 pursuant to the Declaration of Restrictions and Easements by Taylor-Vaughn Property, L.L.C. and Cornerstone, L.L.C. dated March 18, 2005, recorded in said office in Real Property Book 3060, at Page 822, as amended by Amendment to Declaration of Restrictions and Easements dated January 4, 2006, recorded in Real Property Book 3233, at Page 575, as further amended by Second Amendment to Declaration of Restrictions and Easements dated March 13, 2006, recorded in Real Property Book 3314, at Page 624.



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3807

The following described real estate situated in Shelby County, Alabama

From the Southeast corner of the NW 1/4 of NW 114 of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama, run in a Westerly direction along the South line of said 1/4-114 section for a distance of 583.26 feet, thence turn an angle to the right of 78 degrees 33 minutes and run in a Northwesterly direction for a distance of 1,293.11 feet, more or less, to the intersection of the centerline of a 30 foot Plantation Pipe Line easement and the South right of way line of Shelby County Highway #12, thence turn an angle to the right of 101 degrees 49 minutes 30 seconds and run in an Easterly direction along the South right of way line of Shelby County Highway #12 for a distance of 551.41 feet, thence turn an angle to the left of 90 degrees and run in a Northerly direction for a distance of 10.00 feet, thence turn an angle to the right of 90 degrees and run in an Easterly direction for a distance of 78.00 feet to the point of beginning, thence continue along last mentioned course for a distance of 152.00 feet, thence turn an angle to the right of 36 degrees 15 minutes and run in a Southeasterly direction for a distance of 100 feet, thence turn an angle to the right of 41 degrees 02 minutes and run in a Southeasterly direction along the West right of way line of Alabama Highway #119 for a distance of 135.20 feet, thence turn an angle to the right of 102 degrees 20 minutes and run in a Westerly direction for a distance of 254.76 feet thence turn an angle to the right of 88 degrees 03 minutes and run in a Northerly direction for a distance of 193.00 feet more or less to the point of beginning.



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#3815

Part of the northwest quarter of the northwest quarter of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: From the northwest corner of said 1/4-1/4 section run in an easterly direction along the north line of said 1/4-1/4 section for a distance of 442.60 feet to an existing iron pin being on the southeasterly right-of-way line of State Highway No. 261 and being the point of beginning; thence continue along last mentioned course for a distance of 150.00 feet to an existing iron pin; thence turn an angle to the right of 124°06'08" and run in a southwesterly direction for a distance of 331.82 feet to an existing iron pin being on the curved northeast right-of-way line of North Chandalar Drive, said curve being concave in a northeasterly direction and having a central angle of 13°41'10" and a radius of 185.68 feet; thence turn an angle to the right (98°59' to chord or 92°08'25" to tangent) and run in a northwesterly direction along the arc of said curved right-of-way line for a distance of 44.35 feet to the end of said curve; thence run in a northwesterly direction along a line tangent to the end of said curve for a distance of 105.41 feet to a point of curve, said second curve being concave in an easterly direction and having a central angle of 86°04'48" and a radius of 25.00 feet; thence turn an angle to the right and run northwesterly, northerly and northeasterly directions for a distance of 37.56 feet to the end of said curve; thence run in a northeasterly direction along the southeasterly right-of-way line of State Highway No. 261 for a distance of 186.87 feet to the point of beginning, being situated in Shelby County, Alabama.



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#3816

A parcel of land located in the northwest quarter of the northwest quarter of Section 26, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the most westerly corner of Lot 5, Block 5, of Dearing Downs, Second Addition, as recorded in Map Book 9, page 33, in the Office of the Judge of Probate of Shelby County, Alabama; thence in a southeasterly direction along the southwesterly line of said Lot 5 a distance of 284.29 feet to the most southerly corner of said Lot 5; thence $89^{\circ}04'57''$ right in a southwesterly direction along the northwesterly line of an 80 foot Colonial Pipeline easement a distance of 296.75 feet to the point of beginning; thence continue along last described course a distance of 205.00 feet to the intersection with the west line of said quarter-quarter section line; thence $115^{\circ}18'25''$ right in a northerly direction along said quarter-quarter section line a distance of 67.81 feet to the intersection with the easterly right-of-way line of Shelby County Highway No. 95, said point being on a curve having a radius of 2840.65 feet; thence $2^{\circ}54'33''$ right to tangent of said curve in a northerly direction along said curve to the left and along said right-of-way line a distance of 178.86 feet to the beginning of a curve to the right, having a radius of 25.00 feet; thence in a northeasterly direction along said curve and along the southerly right-of-way line of

Townhouse Road a distance of 38.84 feet to end of said curve; thence in an easterly direction along a line tangent to said curve along said right-of-way line a distance of 33.64 feet to the beginning of a curve to the left having a radius of 211.66 feet; thence in a northeasterly direction along said curve and right-of-way line a distance of 133.20 feet; thence $127^{\circ}35'15''$ to the right from tangent of said curve in a southerly direction a distance of 229.49 feet to the point of beginning. Being situated in Shelby County, Alabama.



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EXHIBIT B**ORIGINAL SECURITY INSTRUMENTS
STATE OF ALABAMA**

Store # of Stores Currently Owned & Covered by Original Security Instrument	County	Book	Page or Instrument #	Date Recorded
3830	Autauga	2008	828 Inst. #: 263491	1/31/08
1556, 1558, 1561, 1564, 1578, 1584	Baldwin	N/A	1208336	11/19/09
1563	Conecuh	2009	3320	11/19/09
3826	Covington	2008	3297	2/19/08
1565, 1571, 1573, 1575, 1576	Escambia	487	950	11/20/09
3829	Houston	1964	375	02/21/2008
3800, 3803, 3804, 3812, 3814, 3818, 3820, 3822, 3828, 3833, 3834, 3836	Jefferson	LR200861	22732	4/14/08
1515	Lee			
1568, 1570, 1579, 1580, 1581, 1583, 1585, 1586	Mobile	6600	477 Inst. # 2009071177	11/18/09
1577	Monroe	759	343	11/20/09
1512	Montgomery			
3807, 3815, 3816	Shelby	N/A	20080221000070680	

[Alabama]

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EXHIBIT C

LEGAL DESCRIPTIONS OF NEW PROPERTIES

[Alabama]

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Pantry #1555

Commencing at the Southwest corner of Section 27, T5S-R2W, measure N89°37'35"E, along the South line of said Section 27, a distance of 751.04' to a point on the West right of way line of U.S. Highway No. 90; thence measure N05°10'00"E, along the West line of U.S. Highway 90, a distance of 336.83' to the intersection with the West right of way line of U.S. Highway No. 90 as widened for the construction of Interstate Highway No. 10; said point being the POINT OF BEGINNING of the property herein described; thence measure N89°43'45"W, a distance of 343.54' to a point; thence measure N00°16'15"E, a distance of 140.00' to a point; thence measure S89°43'45"E, a distance of 231.47' to a point on the West line of the U.S. Highway 90 as widened for the construction of Interstate Highway No. 10; thence measure S04°30'00"W, along the West line of U.S. Highway 90 as widened for the construction of Interstate Highway No. 10, a distance of 74.25' to a point; thence continue along the West line of U.S. Highway 90 as widened for the construction of Interstate Highway No. 10, S60°26'00"E, a distance of 134.76' Deed, 134.78' measured, to the POINT OF BEGINNING.




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1567

A parcel of land being all of Lot 24 and a portion of the tract designated as commercial of Resubdivision of Block 42 of the Subdivision of the Northeast 1/2 of Section 27, Township 2 South, Range 1 West, as recorded in Map Book 6, Page 427 in the Probate Office of Mobile County, Alabama and being more particularly described as follows:

BEGIN at a 1/2" iron pipe found at the southeast corner of Lot 23 of said Resubdivision of Block 42; thence run North 23°27'51" East along the east boundary of Lots 23, 22 and 21 of said resubdivision 227.06 feet to a crimped pipe found on the east boundary of said Lot 21; thence run North 23°31'56" East along the east boundary of said Lot 21 36.60 feet to a crimped pipe found at the northeast corner of said Lot 21; thence run South 89°09'29" East 78.09 feet to a 1/2" crimped pipe found on the west right-of-way of Fifth Street, said right-of-way being unimproved and measured 25 feet from the centerline; thence run South 00°58'01" West along said right-of-way 72.38 feet to a concrete monument (broken) found at the intersection of said right-of-way and the west right-of-way of U. S. Highway 43, said right-of-way being measured 70 feet from the centerline; thence run South 23°49'44" West along said west right of way 335.98 feet to a concrete monument found at the intersection of said west right-of-way and the north right-of-way of Maple Avenue West, said right-of-way being measured 25 feet from the centerline; thence run North 88°59'00" West along said north right-of-way 127.98 feet to a rebar found at the intersection of said north right-of-way and the east right-of-way of Darring Avenue, said right-of-way being measured 25 feet from the centerline; thence run North 00°53'06" East along said east right-of-way 137.21 feet to a crimped pipe found at the southwest corner of said Lot 23; thence run South 89°40'15" East along the south boundary of said Lot 23 for a distance of 79.69 feet to the POINT OF BEGINNING as shown on plat entitled "ALTA/ACSM Land Title Survey, Pantry Store #1567, (Herndon Oil #131), 5505 Highway 43, Satsuma, Alabama", prepared by Herndon, Hicks & Associates, Inc., Professional Land Surveyors and dated May 28, 2009. Said

parcel containing 1.075 acres (46,821 sq.ft.), more or less.


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