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W.E. DAVIS CH. CLK.

DESOTO, MISSISSIPPI

AFTER RECORDING RETURN TO:
First American Title Insurance Company
228 East 45th Street
New York, New York 10017
Attention: Robin Friedman

ASSIGNMENT AND SECOND MODIFICATION OF DEED OF TRUST AND ASSIGNMENT OF
RENTS, SECURITY AGREEMENT AND FIXTURE FILING

among

AFC ENTERPRISES, INC.
Grantor

CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent,
Assignor

FIRST AMERICAN TITLE INSURANCE COMPANY,
Trustee

and

CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent,
Beneficiary

Dated as of May 21, 1997

PREPARED BY:
Laurence G. Preble, Esq.
O'Melveny & Myers LLP
153 East 53rd Street
New York, NY 10022

To the Chancery Clerk of the _____ Judicial District of _____ County, Mississippi. The real property described herein is situated in the _____ and the _____ of Section _____, Township _____, Range _____ of the _____ County, Mississippi.

Store No.(s): 773

ASSIGNMENT AND SECOND MODIFICATION OF DEED OF TRUST AND
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS ASSIGNMENT AND SECOND MODIFICATION OF DEED OF TRUST AND ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING is made as of May 21, 1997 (this "Modification"), by and among AFC ENTERPRISES, INC. a Minnesota corporation, f/k/a America's Favorite Chicken Company, successor by merger to Al Copeland Enterprises, Inc., successor by merger to Church's Fried Chicken, Inc., ("Grantor"), whose address is Six Concourse Parkway, Suite 1700, Atlanta, Georgia 30328 (770) 391-9500, CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank acting through its New York Agency, as Agent for those banks, mutual funds and other financial institutions (the "Banks") party to the Original Deed of Trust (hereinafter in its capacity as Agent for the Banks, "Assignor"), FIRST AMERICAN TITLE INSURANCE COMPANY, ("Trustee"), having an address at 1575 Lakeland Drive, Riverhill Tower, First Floor, Jackson, MS 39215, ATT: Phillip A. Poitevin and CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank acting through its New York Agency, as Agent for the Lenders, as defined below (hereinafter, in its capacity as Agent for the Lenders, "Beneficiary", which term shall be deemed to include the successors and assigns of Mortgagee), having an office at 425 Lexington Avenue, New York, New York 10017, Attention: Agency Administrative Services, (212) 856-4000.

RECITALS:

A. Grantor executed and delivered to Assignor as beneficiary, that certain Deed of Trust as more fully described on Schedule 2 attached hereto (as such may have been amended, restated, replaced, modified or supplemented from time to time, including pursuant to the First Modification (as hereinafter defined) the "Original Deed of Trust"), encumbering certain real property listed on Schedule 1 and more particularly described on Exhibit A attached hereto.

B. Grantor and Assignor executed that certain First Modification of Deed of Trust with respect to the Original Deed of Trust as more fully described on Schedule 2 attached hereto (the "First Modification").

C. The Original Deed of Trust secures, among other things, the obligations of Grantor to repay certain loans as described therein (the "Existing Loans"), as evidenced by certain promissory notes (the "Existing Notes") and to reimburse the Banks for drafts drawn on certain letters of credit (the "Existing Letters of Credit") as described therein (the Existing Notes, the Existing Letters of Credit and all other obligations secured by the Original Deed of Trust, the "Original Obligations").

D. Assignor desires to assign to Beneficiary, and Beneficiary desires to accept from Assignor, Assignor's right, interest and title in and to the Original Deed of Trust and the Obligations secured thereby.

E. Concurrently with such assignment, Grantor and Beneficiary have agreed to amend the Original Deed of Trust to secure all Obligations under that certain Credit Agreement dated as of the date hereof, among Grantor, those banks, mutual funds and other financial institutions from time to time parties thereto (the "Lenders"), GOLDMAN SACHS CREDIT PARTNERS, L.P., as Syndication and Arranging Agent ("Goldman") and Beneficiary as administrative agent (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Credit Agreement").

NOW, THEREFORE, with reference to the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As of the date hereof, Assignor hereby assigns to Beneficiary and Beneficiary hereby accepts from Assignor, all of Assignor's right interest and title in and to the Original Deed of Trust and the Original Obligations secured thereby.

2. Definitions.

a. "Mortgage" as used in the Original Deed of Trust shall mean this Mortgage, Assignment of Rents, Security Agreement and Fixture Filing as amended hereby.

b. All initially capitalized terms used herein which are defined in the Credit Agreement shall have the same meaning herein unless the context otherwise requires.

c. All references in the Original Deed of Trust to the "Loan Agreement" shall be deemed to be a reference to the "Credit Agreement".

3. GRANTING CLAUSES

Pursuant to the terms of the Credit Agreement and to secure the indebtedness and obligations hereinafter described, Grantor does hereby GRANT, DEED OF TRUST, BARGAIN, SELL, ASSIGN, and CONVEY to First American Title Insurance Company ("Trustee") for the benefit of Beneficiary, all of Grantor's right, title, and interest in the real property described on Exhibit A attached hereto (such real property, together with all of Grantor's right, title and interest in and to the buildings, improvements, structures and fixtures now or subsequently located thereon (the "Improvements"), being collectively referred to as the "Real Estate"), together with all of Grantor's right, title and interest in and to the following:

(A) all the estate, right, title, claim or demand whatsoever of Grantor, in possession or expectancy, in and to the Real Estate or any part thereof;

(B) all right, title and interest of Grantor in, to and under all easements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(C) all right, title, and interest of Grantor in and to the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Grantor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, fryers, ovens, laundry equipment, cleaning systems (including window cleaning apparatus), communication systems (including satellite dishes and antennae), cash registers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (C) being referred to as the "Equipment");

(D) all right, title and interest of Grantor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Grantor or constructed, assembled or placed by Grantor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by Grantor;

(E) all right, title and interest of Grantor (as lessor or landlord) in, to and under all leases, subleases, underlettings and to the extent assignable or

encumberable all concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Grantor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Grantor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Trust Property (collectively, the "Rents");

(F) as more particularly addressed in the Credit Agreement all unearned premiums under insurance policies now or subsequently obtained by Grantor relating to the Real Estate or Equipment and Grantor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(G) to the extent assignable or encumberable all right, title and interest of Grantor in and to (i) all contracts from time to time executed by Grantor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements relating to the purchase or lease (as lessor or landlord) of any portion of on the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options (collectively, the "Contracts"), (ii) to the extent assignable or encumberable all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof (collectively, the "Permits") and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate (collectively, the "Plans");

(H) any and all monies now or subsequently on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on insurance policies covering the foregoing property or otherwise on deposit with or held by Beneficiary as provided in this Deed of Trust; and

(I) all proceeds, both cash and noncash, of the foregoing.

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Grantor and described in the foregoing clauses (A) through (D) are collectively referred to as the "Premises", and those described in the foregoing clauses (A) through (I) are collectively referred to as the "Trust Property").

4. Article 1 of the Original Deed of Trust is hereby deleted in its entirety and, in lieu thereof, the following is substituted:

This Deed of Trust is given to secure ratably and equally the payment and performance of the following obligations (collectively referred to as the "Obligations"):

(a) Payment of and performance of all of Grantor's obligations (i) under, with respect to, arising in connection with and defined as the "Obligations" in that certain Credit Agreement dated as of even date herewith by and among Grantor, as borrower, the lenders listed on the signature pages thereof (each individually referred to herein as a "Lender" and collectively as "Lenders"), Beneficiary, as administrative agent for the Lenders, and Goldman Sachs Credit Partners L.P., as Syndication and Arranging Agent ("Goldman"), (such Credit Agreement and any and all amendments, modifications, supplements, restatements, extensions, renewals or replacements thereof are collectively referred to herein as the "Credit Agreement"), including, without limitation: the due and punctual payment of the indebtedness, together with interest thereon and other amounts payable with respect thereto, evidenced by the Notes in the maximum aggregate principal amount set forth in Section 2.1 of the Credit Agreement (the "Indebtedness"); and (ii) under, with respect to or arising in connection with this Mortgage, including, without limitation, all obligations to Beneficiary or Trustee for fees, costs and expenses (including attorneys' fees and disbursements) as provided therein and herein;

(b) Payment and performance of all obligations of Grantor to the Lenders and/or Beneficiary or Trustee for fees, costs and expenses contemplated to be paid by Grantor under the other Loan Documents including, without limitation fees, costs and expenses (including attorneys' fees and disbursements);

(c) Payment of all sums advanced by the Lenders, Beneficiary or Trustee to protect the Trust Property, with interest thereon at the rate specified in Section 2.2E of the Credit Agreement (the "Agreed Rate");

(d) Payment of all sums advanced and costs and expenses incurred by the Lenders or Beneficiary in connection with the Obligations or any part thereof, any renewal, extension or change of or substitution for the Obligations or any part thereof, or the acquisition or perfection of the security

therefor, whether such advances, costs and expenses were made or incurred at the request of Grantor or Beneficiary, Trustee or any Lender;

(e) Payment of all other sums, with interest thereon, which may hereafter be loaned to Grantor, or its successors or assigns, by the Lenders or Beneficiary, or their respective successors or assigns, or by the holder of any of the Notes, pursuant to an agreement that specifically recites that the repayment of such sums and Grantor's other obligations under such agreement are secured by this Deed of Trust;

(f) Payment of all sums with respect to the Obligations that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a), including, without limitation, interest, fees and other charges that, but for the filing of a petition in bankruptcy with respect to Grantor, would accrue on the Obligations, whether or not a claim is alleged against Grantor for such sums in any such bankruptcy proceeding;

(g) Due, prompt and complete performance of every obligation, covenant and agreement of Grantor contained in any agreement now or hereafter executed by Grantor which specifically recites that the obligations thereunder are secured by this Deed of Trust from and after the date on which all deed of trust recording taxes, general intangible taxes or other taxes payable in respect of all such future obligations have been paid; and

(h) All renewals, extensions, amendments, modifications and changes and supplements of, or substitutions or replacements for, all or any part of the items described in Paragraphs (a) through (g) above.

5. The following provision regarding future advances shall be added to the Original Deed of Trust:

In addition to all other indebtedness secured by this Deed of Trust, this Deed of Trust shall also secure and constitute a first Lien on the Trust Property for:

a. all future advances (including all extensions, renewals and modifications of such future advances) that relate directly or indirectly to the Credit Agreement (including advances pursuant to Section 2.1A and 3.1 thereof) or to this Deed of Trust and are made by the Lenders or Beneficiary to Grantor or otherwise for any purpose so related after the date of this Deed of Trust; and

b. all sums advanced or paid by Beneficiary upon a default or Event of Default under the terms of this Deed of Trust (i) for real estate taxes, charges and

assessments that may be imposed by law upon the Premises, (ii) for premiums on insurance policies covering the Premises, (iii) for expenses incurred in upholding the Lien of this Deed of Trust, including but not limited to the expenses of any litigation to prosecute or defend the rights and Lien created by this Deed of Trust, (iv) to which Beneficiary becomes subrogated, upon payment, under recognized principles of law or equity, or under express statutory authority or (v) for any other purpose, in each case, with interest thereon at the Agreed Rate; and

c. all other sums expended by Beneficiary or Trustee pursuant to the terms of this Deed of Trust.

just as if such advances were made on the date of this Deed of Trust. Any future advances may be made in accordance with the Credit Agreement or at the option of Beneficiary.

THE TOTAL AMOUNT OF THE INDEBTEDNESS, INCLUDING FUTURE ADVANCES, THAT MAY BE SECURED BY THIS DEED OF TRUST MAY INCREASE OR DECREASE FROM TIME TO TIME BUT SHALL NOT EXCEED THE MAXIMUM PRINCIPAL AMOUNT LISTED ON SCHEDULE 3 ATTACHED TO THIS MODIFICATION AT ANY ONE TIME PLUS INTEREST THEREON AND ANY DISBURSEMENT MADE BY BENEFICIARY OR TRUSTEE FOR THE PAYMENT OF TAXES, LEVIES, OR INSURANCE AND INTEREST ON ANY SUCH DISBURSEMENT.

6. Section 2.3 shall be amended to read as follows:

If Beneficiary or Trustee shall expend any money or incur any expense to perform Grantor's obligations hereunder, to cure any default under any Subject Lease referred to in Section 3.3, to maintain, preserve and protect the Premises or preserve the lien hereof or otherwise subject to reimbursement by Grantor under the terms of the Loan Documents, then all such sums shall be secured hereby and Grantor will repay the same to Beneficiary immediately at the place where the Notes are payable, together with interest thereon at the highest rate permitted by applicable law from and after the date of each such expenditure by Beneficiary or Trustee.

7. Section 3.1 shall be amended by adding the following paragraph thereto:

The provisions set forth in the Security Agreement (as defined in the Credit Agreement) are hereby incorporated by reference into the Deed of Trust with the same effect as if set forth in full herein. In the event of a conflict between the provisions of this Section 3.1 and the Security Agreement, it is the intention of Grantor and Beneficiary that both such documents shall be read together and construed to the fullest extent possible to be in concert with

each other. In the event of a conflict that can not be resolved as aforesaid, the provisions of the Security Agreement shall control and govern and Grantor shall comply therewith.

8. Article 3 of the Original Deed of Trust is hereby modified by adding the following subsections:

Notices. All notices, consents, approvals and requests required or permitted hereunder shall be given (i) with respect to Grantor, in the manner provided for in the Credit Agreement and (ii) with respect to Beneficiary, at the address listed on the 1st page hereof and in the form and manner provided for in the Credit Agreement.

Change in Applicable Law. If at any time Beneficiary reasonably determines, based on applicable law, that all applicable taxes (including mortgage recording taxes or similar charges) were not paid in connection with the recordation of this Deed of Trust or the perfection of the liens granted pursuant to any of the Security Documents, Grantor shall pay the same upon demand.

Severability. This Deed of Trust is intended to be performed in accordance with applicable law. If any provision of this Deed of Trust or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of this Deed of Trust nor the application of such provision to other Persons or circumstances nor the other instruments referred to hereinabove shall be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Deed of Trust or consent to any departure therefrom, shall in any event be effective without the written concurrence of Beneficiary. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on Grantor in any case shall entitle Grantor to any other or further notice or demand in similar or other circumstances.

Leaseholds. In the event that all or any portion of the Premises is a leasehold estate, then the following provisions shall apply:

(a) The name and address of the landlord and a description of each lease (each a "Subject Lease" and collectively, the "Subject Leases"), is set forth on Schedule 4 attached to this Modification;

(b) If the provisions of any such Subject Lease shall not permit the lessee thereunder to encumber its interest therein, then, to the extent that such encumbrance is not permitted, this Deed of Trust shall be deemed to not apply to such lease and shall be of no further force and effect with respect thereto.

(c) Grantor represents and warrants that each Subject Lease is in full force and effect and to the best of Grantor's knowledge no default has occurred and is continuing thereunder;

(d) Grantor shall comply with all the terms, covenants and conditions under each Subject Lease;

(e) Grantor shall deliver to Beneficiary a copy of any notice of default relating to any Subject Lease;

(f) Subject to the rights of lessor under the Subject Lease, upon the occurrence of an Event of Default, Beneficiary shall have the right, at its option, to enter, or cause Trustee to enter, all or any portion of the Premises at such times and in such manner as Beneficiary deems necessary, in order to prevent or to cure any such default;

(g) In the event that Grantor acquires lessor's interest in any Subject Lease, then this Deed of Trust shall automatically be a Lien on such acquired interest; and

(h) The occurrence of any event or condition which gives the lessor under any Subject Lease a right to terminate or cancel, after expiration of any applicable notice, cure or grace period under the Subject Lease or by applicable statute, as against Grantor, such Subject Lease shall be an Event of Default hereunder.

9. Paragraph 6 of the First Modification is hereby deleted in its entirety.

10. In the event that the legal description attached to this Modification or the Original Deed of Trust is inaccurate or does not fully describe all of the Real Property in which Grantor has an interest, Grantor hereby agrees to the amendment of such legal description and the legal description contained in the corresponding title insurance policy or commitment (if any) so that such error is corrected and Grantor shall execute and cause to be recorded, if applicable, such documentation as may be necessary for such purpose.

11. (a) In the event of any conflict or inconsistency between the terms of this Modification and the Original Deed of Trust, it is the intention of the parties hereto that

such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of a conflict or inconsistency that cannot be resolved as aforesaid, the terms of this Modification shall control.

(b) The terms and conditions of the Credit Agreement are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of the Original Deed of Trust as modified by this Modification and those of the Credit Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of a conflict or inconsistency that cannot be resolved as aforesaid, the terms of the Credit Agreement shall control.

12. The parties hereto hereby confirm that all of the terms and provisions of, and obligations under, the Original Deed of Trust as modified hereby are and shall be and remain in full force and effect. This Modification shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

13. Grantor warrants and represents that there are no defenses, offsets or counterclaims with respect to its obligations under the Original Deed of Trust, as modified and assigned hereby.

[The Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, this Modification has been duly executed by Grantor, Assignor and Beneficiary as of the day and year first above written.

GRANTOR:

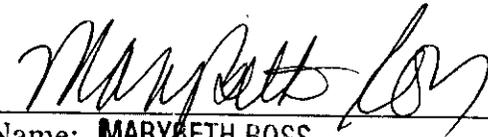
AFC ENTERPRISES, INC., a Minnesota corporation

By: 

Name: HAROLD M. COHEN
Title: VICE PRESIDENT

ASSIGNOR:

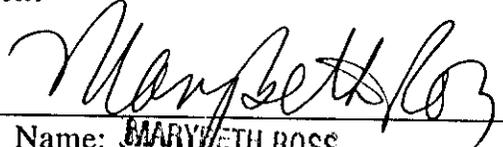
CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank, as Agent

By: 

Name: MARYBETH ROSS
Title: AUTHORIZED SIGNATORY

BENEFICIARY:

CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank, as Agent

By: 

Name: MARYBETH ROSS
Title: AUTHORIZED SIGNATORY

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, within my jurisdiction, the within named HAROLD M. COHEN who acknowledged that (s)he is VICE PRESIDENT, respectively of AIC Enterprises, Inc., a Minnesota corporation, and that for and on behalf of said corporation and as its act and deed, (s)he executed the above and foregoing instrument, of writing on the day and year therein mentioned, after first having been duly authorized so to do.

Given under my hand and official seal, this the 20 day of May, 1997.

Carol J. Holland
NOTARY PUBLIC

MY COMMISSION EXPIRES

CAROL J. HOLLAND
Notary Public State of New York
No. 01H05025164
Qualified in Westchester County
Commission Expires March 21, 1998

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, within my jurisdiction, the within named MARYBETH ROSS who acknowledged that (s)he is Authorized Signatory, respectively of Canadian Imperial Bank of Commerce, a Canadian chartered bank, and that for and on behalf of said corporation and as its act and deed, (s)he executed the above and foregoing instrument, of writing on the day and year therein mentioned, after first having been duly authorized so to do.

Given under my hand and official seal, this the 19 day of May, 1997.

Carol J. Holland
NOTARY PUBLIC

MY COMMISSION EXPIRES

CAROL J. HOLLAND
Notary Public State of New York
No. 01H05025164
Qualified in Westchester County
Commission Expires March 21, 1998

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, within my jurisdiction, the within named MARYBETH ROSS who acknowledged that (s)he is Authorized Signatory respectively of Canadian Imperial Bank of Commerce, a Canadian chartered bank, and that for and on behalf of said corporation and as its act and deed, (s)he executed the above and foregoing instrument, of writing on the day and year therein mentioned, after first having been duly authorized so to do.

Given under my hand and official seal, this the 19 day of May, 1997.

Carol J. Holland

NOTARY PUBLIC

MY COMMISSION EXPIRES

CAROL J. HOLLAND
Notary Public State of New York
No. 01H05025164
Qualified in Westchester County
Commission Expires March 21, 1998

EXHIBIT A

Legal Description

Store No. 773
SE/C U.S. Highway 51 & Whitworth
Southover MS

EXHIBIT A

The following described property located in Section 23, Township 1 South, Range 8 West, DeSoto County, Mississippi:

Beginning at a point in the Southeast line of Whitworth Street a distance of 125 feet Northeastwardly as measured along the Southeast line of Whitworth Street from its tangent intersection with the Northeast line of U.S. Highway 51 South, said point of beginning being 20 feet Southeastwardly from the center line of Whitworth Street as measured perpendicular thereto; thence Southeastwardly by an interior angle of 89° 29' and parallel with the Northeast line of U.S. Highway 51 South a distance of 180 feet to a point; thence southwestwardly by an interior angle of 90° 31' and parallel with the Southeast line of Whitworth Street a distance of 125 feet to the point in the Northeast line of U.S. Highway 51 South, thence Northwestwardly by an interior angle of 89° 29' along the Northeast line of U.S. Highway 51 South a distance of 150.27 feet to the beginning of a curve; thence along a curve to the right having a radius of 30 feet an arc distance of 46.85 feet to a point of tangency in the Southeast line of Whitworth Street; thence Northeastwardly along the Southeast line of Whitworth Street a distance of 95.27 feet to the point of beginning.

ALSO: A right of way easement in said Section 23, Township 1 South, Range 8 West, to-wit: Beginning at the Northeast corner of the herein above described property, thence Eastwardly a distance of 25 feet along the South line of Whitworth to a point, thence Southwesterly to a point in the East line of the hereinabove described property, said point being 50 feet South of the Northeast corner of the property described above.

Property Inf ID: 1086-2300-00046 00

SCHEDULE 1

STORE NO.	STREET ADDRESS	CITY	COUNTY	ST.	FEE/LEASE	DOC. CODE
773	SE/C U.S. HWY 51 & Whitworth	Southover	DeSoto	MS	F	5

SCHEDULE 2

The Original Mortgage referenced herein was recorded on 04/17/90 at 505/364. The First Modification referenced herein was recorded on 02/19/93 at 625/601.

SCHEDULE 3

THE TOTAL AMOUNT OF THE INDEBTEDNESS, INCLUDING FUTURE ADVANCES,
THAT MAY BE SECURED BY THIS INSTRUMENT AT ANY ONE TIME IS
\$175,000,000.00.

SCHEDULE 4