

MORTGAGE

Mortgage, dated as of September 16, 1970, from A.T.L., INC., a Georgia corporation (the "Company"), having an office at 68 Brookwood Drive NE, Atlanta, Georgia 30309, to LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, a Tennessee corporation ("Mortgagee"), having its principal office at Life & Casualty Tower, Nashville, Tennessee 37219.

W I T N E S S E T H :

TO SECURE (a) the payment of the principal amount of, and the interest, and premium, if any, on the 11 1/4% promissory note (the "Note") of the Company, dated the date hereof, to the order of Mortgagee issued pursuant to the Note Purchase Agreement (as that term and certain other terms used herein are defined in Section 1) and any renewal or extension thereof or substitution therefor, (b) the payment of any and all other indebtedness which this Mortgage by its terms secures and (c) the performance of the covenants and agreements contained herein, the Company hereby mortgages to Mortgagee the convenience food store and takeout food center properties (collectively the "Properties" and individually a "Property") more particularly described in Schedule A, together with all easements, rights and appurtenances relating thereto; subject, however, to such of the Permitted Encumbrances, if any, set forth in Schedule A as shall at the

Schedule B