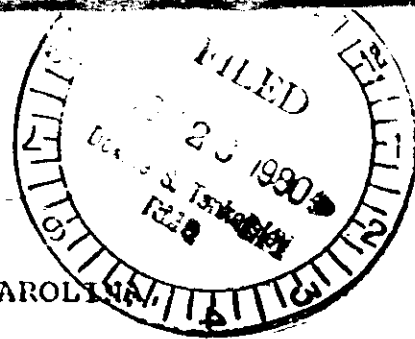


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THE STATE OF SOUTH CAROLINA

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BIG-K EDWARDS, INC., a Tennessee corporation with principal offices in Nashville, Tennessee, IN THE STATE AFORESAID - SEND GREETING:

WHEREAS, We, the said BIG-K EDWARDS, INC. (hereinafter also styled the mortgagor) in and by our certain Notes or obligations, stand firmly bound unto THOMAS P. KANADAY, JR., as Trustee, (hereinafter also styled the mortgagee) in the sum of TWO MILLION SEVEN HUNDRED AND TWENTY-FIVE THOUSAND (\$2,725,000.00) DOLLARS, which is a portion of a total indebtedness due the Banks, evidenced by certain promissory notes executed by the mortgagor.

NOW, KNOW ALL MEN that we, the said BIG-K EDWARDS, INC., in consideration of the funds loaned to us by AMERICAN SECURITY BANK, N.A., CHEMICAL BANK, CITIBANK, N.A.,* COMMERCE UNION BANK, FIRST UNION BANK OF NORTH CAROLINA, LIBERTY NATIONAL BANK AND TRUST COMPANY OF LOUISVILLE, MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION and THIRD NATIONAL BANK IN NASHVILLE, a national banking association, (herein called "Banks") and for the better securing the payment thereof, according to the conditions of the said Notes; which with all their provisions are hereby made a part hereof; and also in consideration of Three Dollars to said mortgagor in hand well and truly paid, by the said mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said THOMAS P. KANADAY, JR., as Trustee for the Banks, his successors and assigns:

The real property described on Exhibit A attached hereto and by reference made a part hereof as fully as if set forth herein verbatim,

together with all of its rights, title and interest in and to all extensions, renewals and future leases by the mortgagor on said real property and, all improvements, tenements, hereditaments and appurtenances, all easements serving or benefiting the property, and any or all fixtures and improvements now or hereafter attached to said property. Mortgagor transfers and conveys to mortgagee all rights which it may have, rents, issues and profits which may arise or be derived from said property, but mortgagor shall be entitled to possession of said property and to collect and retain all said rents, issues and profits until default hereunder.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said THOMAS P. KANADAY, JR., as Trustee, his successors and assigns forever.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the interest on the said Notes, or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally first become payable, or in any other of the provisions of this mortgage or the security agreements executed simultaneously herewith, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, his successors or assigns, although the period for the payment of the said debt may not then have expired.

*Citizens Fidelity Bank & Trust Company
** Subject to all applicable leases

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