

RECORDING REQUESTED BY

512

Office
AND WHEN RECORDED MAIL TO:

Name
Street
Address B.A. Leasing Corporation
City 555 California Street
State San Francisco, CA 94104
Zip

19790115000005430 1/7 \$.00
Shelby Cnty Judge of Probate, AL
01/15/1979 12:00:00 AM FILED/CERT

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONSENT TO REMOVAL OF PERSONAL
PROPERTY AFFIXED TO REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

(i) The undersigned has an interest either as owner, mortgage holder, trust deed holder, lessor or seller under a conditional contract of purchase and sale in the following described real property, (the "Real Property"):

That certain real property in the County of Shelby,
State of Alabama, described as:

Site No. 8, consisting of 14,353 square feet, on the Development Plan for the Tolan Property located at the intersection of I-65 and U.S. 31 in Alabaster, Alabama. Said Development Plan having been drawn by Ragan-Smith & Associates, Inc., dated September 7, 1977. The dimensions of Site No. 8 as shown on said plan are approximate.

(ii) Treetop Enterprises, Inc. ("Customer") has or will enter into either (a) a Lease Agreement in which B. A. Leasing Corporation, is the Lessor, and Customer is the Lessee; or (b) a Security Agreement as Security for certain indebtednesses to Lessor, in which Lessor is the Secured Party and Customer is the Debtor; which Lease Agreement or Security Agreement (the "Agreement") covers certain personal property (the "Personal Property"), which is or will be located upon the Real Property, which Personal Property is described as follows:

Restaurant equipment and supplies per Exhibit "A", consisting of four pages, attached hereto and made a part hereof.



19790115000005430 2/7 \$.00
Shelby Cnty Judge of Probate, AL
01/15/1979 12:00:00 AM FILED/CERT

(iii) Lessor, as a condition to entering into the Agreement, requires that the undersigned consent to the removal by Lessor of the Personal Property from the Real Property no matter how it is affixed thereto, and to the other matters set forth below.

NOW, THEREFORE, for a good and sufficient consideration, receipt of which is hereby acknowledged, and to induce Lessor to enter into the Agreement, the undersigned consents to the placing of the Personal Property on the Real Property, and agrees with Lessor as follows:

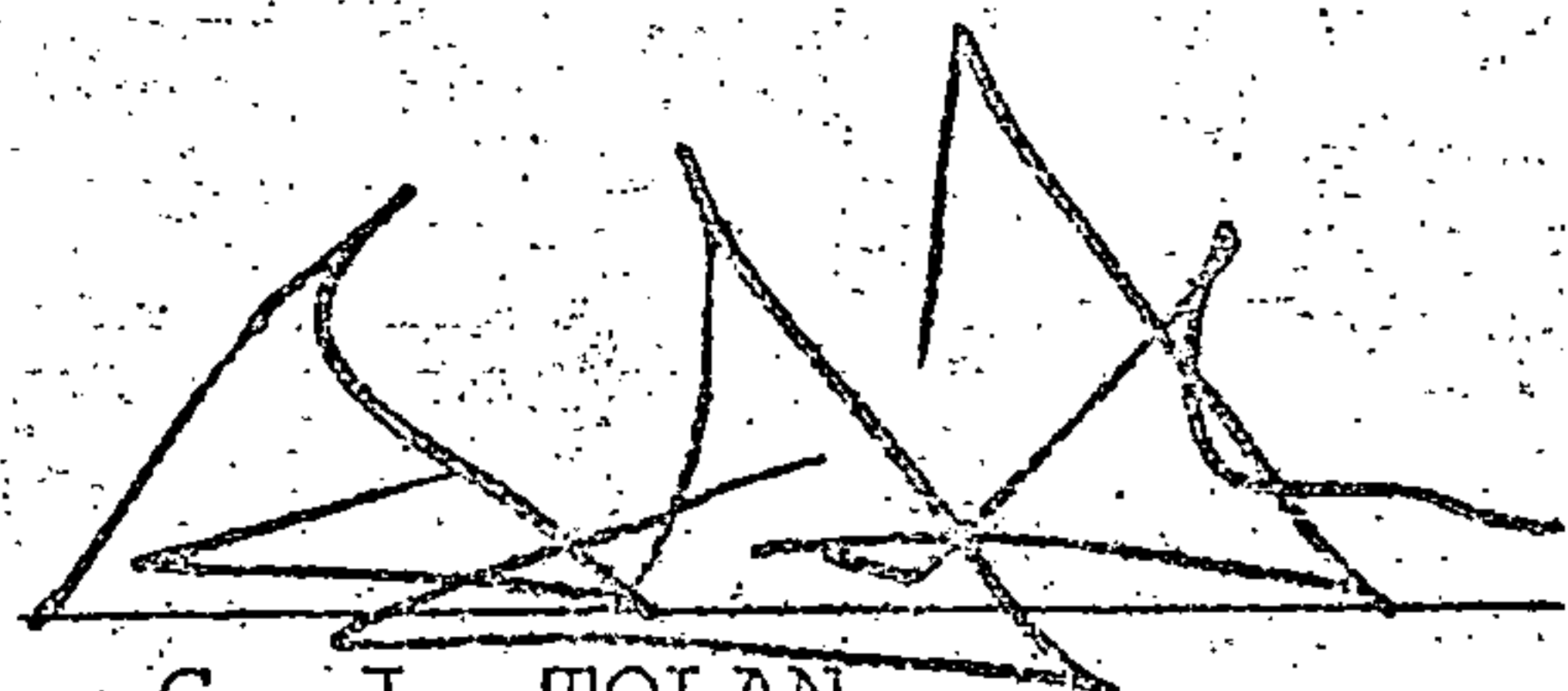
1. The Personal Property shall be considered to be Personal Property and shall not be considered part of the Real Property regardless of whether or by what means it is or may become attached or affixed to the Real Property.
2. The undersigned has not and will not claim any interest in the Personal Property.
3. The undersigned will permit Lessor to enter upon the Real Property for the purpose of exercising any right it may have under the terms of the Agreement, or otherwise including, without limitation, the right to remove the Personal Property; provided, however, that if Lessor, in removing the Personal Property damages any improvements of the undersigned on the Real Property, Lessor will at its sole expense, cause same to be repaired.
4. This agreement shall be binding upon the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF, the undersigned has executed this instrument at _____

Nashville, Tenn

This 22 day of Nov, 19 78

The foregoing Consent must be acknowledged before a Notary Public and returned to:


G. J. TOLAN

By _____

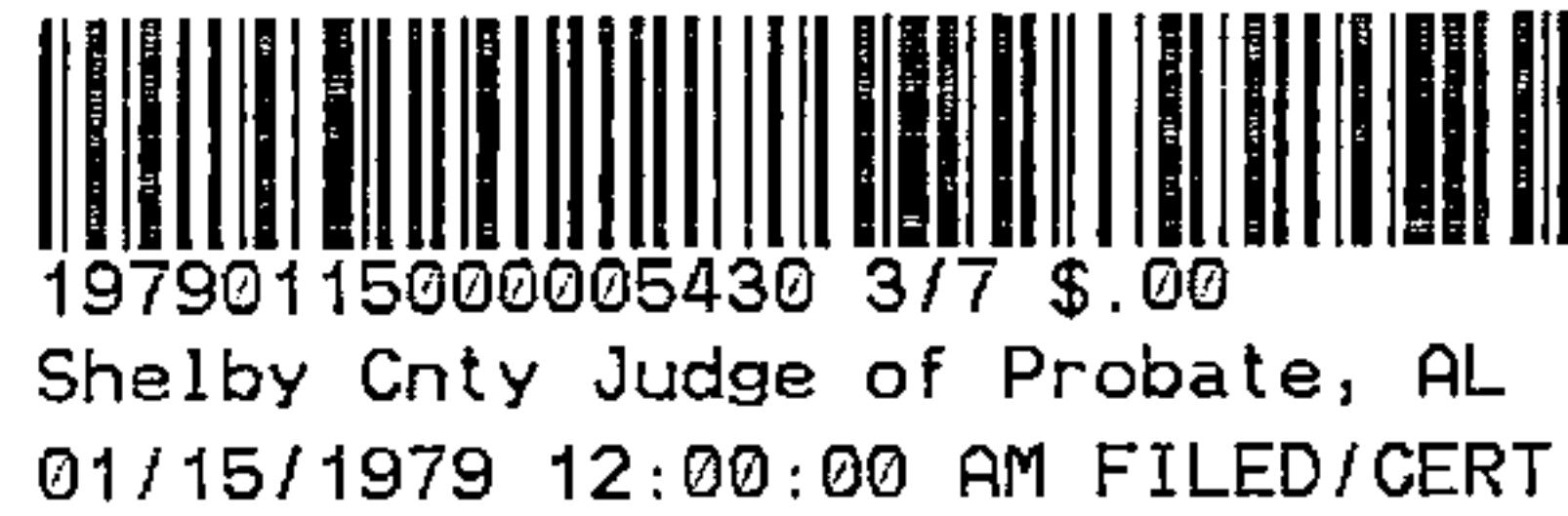
By _____

By _____

B. A. Leasing Corporation
Suite 490, 57 Executive Park South
Atlanta, Georgia 30329

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TENNESSEE)
) SS.
COUNTY OF DAVIDSON)



On Nov 22, 1978 before me, the undersigned, a Notary Public in and for said County and State,
personally appeared G. J. Tolson

known to me to be the person whose name subscribed to the within in-
strument and acknowledged that executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said
County DAVIDSON
State of TENN
My commission expires AUG 25, 1979

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 19____, before me _____
a Notary Public in and for said _____ County, personally appeared _____

known to me to be the _____ and
_____, known to me to be the _____
of the _____

the Corporation that executed the within instrument, and also known to me to be the person who executed the within
instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed same, and
further acknowledged to me that such Corporation executed the within instrument pursuant to its by - laws or a resolution
of its Board of Directors.

WITNESS my hand and official seal.

Notary Public in and for said
County of _____
State of _____
My commission expires _____, 19____

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, in the year _____, before me _____
_____, a Notary Public in and for said County and State, personally
appeared _____, known to me to be one of the partners of
the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Notary Public in and for said
County of _____
State of _____
My commission expires _____, 19____

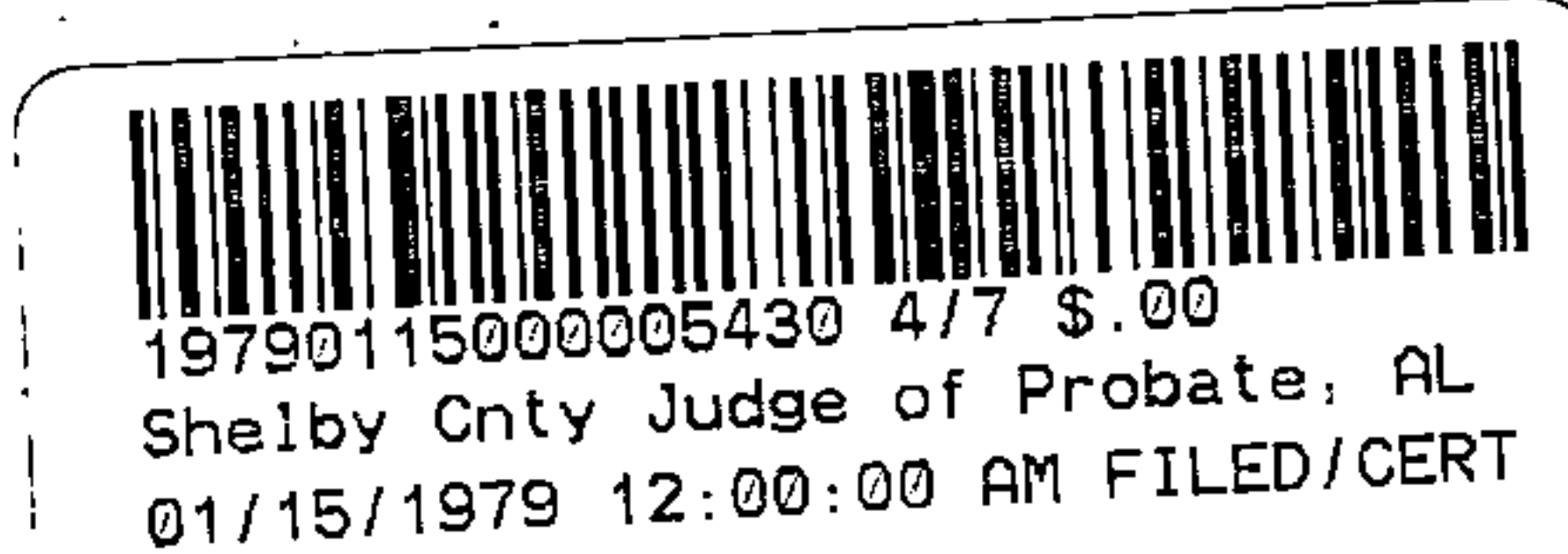
(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

SCHEDULE OF LEASED EQUIPMENT

LEASE NO.: One

<u>Item #</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Price</u>
SUPPLIER: STATE NEON CO., INC. Atlanta, GA				
1	1	3' x 3' modular sign @40' reading Waffle House		\$4,679.9
2	2 sets	Neon eyebrow, one (1) to go on the 38' side and one (1) set to go on the 22' side		621.0
3	1 set	18" black plastic letters reading Waffle House		246.8

BUCK 29 PAGE 40



Total Price: \$5,547.81
 Transportation: _____
 (if any): _____
 Installation _____
 (if any): _____
 Sales, Use or _____
 Other Similar Tax: _____
 TOTAL COST: \$5,547.81

LESSEE:
Treetop Enterprises, Inc.
 By: _____
 Title: _____
 Date: _____

LESSOR:
B. A. LEASING CORPORATION
 By: _____
 By: _____
 Date: _____

SCHEDULE OF LEASED EQUIPMENT

LEASE NO.: One

<u>Item #</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Price</u>
---------------	-----------------	--------------------	-------------------	--------------

SUPPLIER: GEORGIA CASH REGISTER CO.
Atlanta, Georgia

1	1	Cash Register, Hugin Model 4502-58 \$10 row removed Stainless steel cabinet W/receipt printer Serial Number 1678174	\$855.50
---	---	---	----------



19790115000005430 5/7 \$.00
 Shelby Cnty Judge of Probate, AL
 01/15/1979 12:00:00 AM FILED/CERT

Total Price: \$855.50
 Transportation: _____
 (if any): 22.20
 Installation _____
 (if any): _____
 Sales, Use or _____
 Other Similar Tax: _____
 TOTAL COST: \$877.70

LESSEE:
Treetop Enterprises, Inc.
 By: _____
 Title: _____
 Date: 1/31/79

LESSOR:
B. A. LEASING CORPORATION
 By: _____
 By: _____
 Date: _____

BOOK 29 PAGE 47

SCHEDULE OF LEASED EQUIPMENT

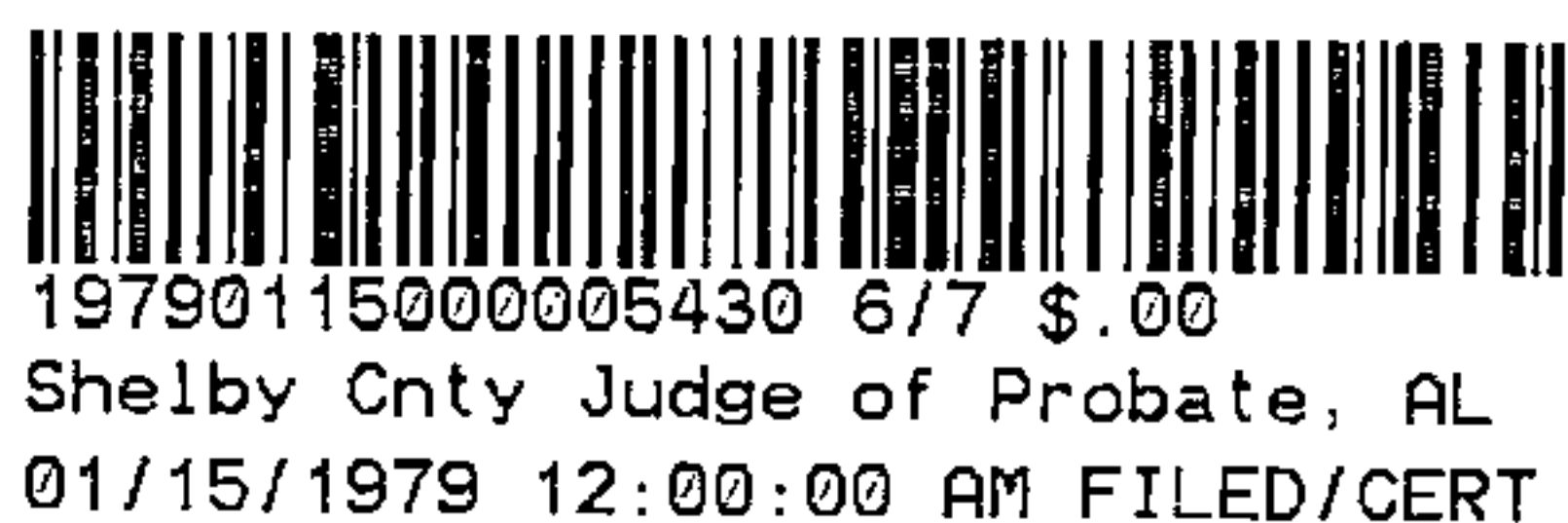
LEASE NO.: One

<u>Item #</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Price</u>
SUPPLIER: LAVISTA EQUIPMENT SUPPLY, INC., Decatur, GA				
1	1 each	Refrigerator - two (2) section w/casters		\$ 1,250.00
2	6 each	Kick plates - 2 each 40" x 27" 5 each 24" x 27"		195.00
3	1 lot	Backbar - Randell		15,993.00
4	3 each	Toasters, 1D2-2		585.00
5	1 each	Flat grill, Wells G-19 240V		480.00
6	1 each	Two eye burner, Vulcan #5120 Nat		160.00
7	1 each	Grooved grill, Wells G-13G		600.00
8	1 each	Exhaust fan, Wall		450.00
9	1 each	Grooved grill cover		35.00
10	3 each	Waffle Bakers, LD		795.00
11	12 each	Dining and low counter chairs		360.00
12	1 each	Dishwasher, SM6-T2 Hobart		1,700.00
13	1 each	Dishtables, LH		830.00
13	2 each	Cash register stands w/bag slots		320.00
14	1 each	Pie storage cabinet		220.00
15	3 each	Condiment cabinets		560.00
16	6 each	Booths and panels w/pedestal legs		2,750.00
17	1 each	High counter		1,000.00
18	1 each	Low counter		800.00

Total Price: _____
 Transportation: _____
 (if any): _____
 Installation _____
 (if any): _____
 Sales, Use or _____
 Other Similar Tax: _____
 TOTAL COST: _____

LESSEE:
Treetop Enterprises, Inc.
 By: _____
 Title: _____
 Date: _____

LESSOR:
B. A. LEASING CORPORATION
 By: _____
 By: _____
 Date: _____



BOOK 29 PAGE 48

SCHEDULE OF LEASED EQUIPMENT

LEASE NO.: One

<u>Item #</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Price</u>
19	5 each	High counter stools, Dodds Special		925.00
20	2 each	High chairs w/White tray		76.00
21	1 each	Freezer, three (3) section w/casters		1,980.00
22	1 each	Hand sink		100.00
23	1 each	Fresh air fan ½ HP 1350 C.F.M. 120/60/1		425.00
24	2 each	Bag holder		26.00
25	1 each	Omelet mixer, Prince Castle - wall type		120.00
26	11 each	Menu holders		31.90
27	1 each	Sav-A-Wrap dispenser		26.50
28	1 lot	Automatic fire system		750.00
29	1 lot	Booth & equipment extention & logo		4,530.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1979 JAN 15 PM 1:26

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec. 10.50
Ind. 1.00
11.50


19790115000005430 7/7 \$.00
Shelby Cnty Judge of Probate, AL
01/15/1979 12:00:00 AM FILED/CERT

Total Price: \$38,073.40
Transportation: _____
(if any): _____
Installation _____
(if any): _____
Sales, Use or _____
Other Similar Tax: _____
TOTAL COST: \$38,073.40

LESSEE:
Treetop Enterprises, Inc.
By: _____
Title: _____
Date: _____

LESSOR:
B. A. LEASING CORPORATION
By: _____
By: _____
Date: _____