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ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT, made this 14th ^{ALABAMA} day of January, 1992, by Treetop Enterprises, Inc., a Tennessee corporation (herein called "Borrower") to NationsBank of Georgia, N.A., formerly known as The Citizens and Southern National Bank (herein called "Lender"),

WITNESSETH:

FOR VALUE RECEIVED. Borrower hereby grants, transfers and assigns to Lender, its successors and assigns, all of the right, title and interest of Borrower in and to that certain Lease or those certain Leases, with modification, if any, described in Schedule A hereof, covering premises (herein called "Premises") briefly described as:

See Exhibit A attached hereto and made a part hereof.

together with any extensions of any thereof and any guarantees of the Lessee's obligations under any thereof (each of said leases, together with all such guarantees, modifications and extensions, being hereinafter collectively referred to as "the Lease"), for the purpose of securing (a) payment of all sums now or at any time hereafter due Lender and secured by a certain deed to secure debt (herein called "Security Conveyance") made by Borrower to Lender dated January 14, 1992 and recorded, or to be recorded, in the deed records of the counties indicated on Exhibit B, Alabama,

together with any renewals or extensions thereof and any future advances made thereunder to the extent permitted under Georgia law, and (b) performance and discharge of each obligation, covenant and agreement of Borrower contained herein or contained in the Security Conveyance or note secured thereby.

Lender agrees that:

A. So long as there shall exist no event of default, as hereinafter defined, on the part of Borrower, Borrower shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents, issues and profits from the Premises and to retain, use and enjoy the same.

B. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Security Conveyance without the recording of another Security Conveyance in favor of Lender affecting the Premises, this assignment shall become and be void and of no effect.

Borrower warrants that:

A. There is no other assignment of any of its rights under the Lease to any other person.

B. Borrower has done no act nor omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions herein.

C. Borrower has not accepted rent under the Lease for more than thirty (30) days in advance of its due date.

D. There is no default by Lessee under the terms of the Lease to the knowledge of Borrower.

E. Borrower is not prohibited under any agreement with any other person or any judgment or decree from the execution and delivery of this assignment or Lease, the performance of each and every covenant of Borrower hereunder and in Lease, and the meeting of each and every condition herein contained.

F. No action has been brought or threatened which in any wise would interfere with the right of Borrower to execute this assignment and perform all of Borrower's obligations herein contained.

G. Lease, except as specifically recited in Schedule A, is in full force and effect and unmodified.

Borrower agrees, so long as it is indebted to Lender, that:

1. Borrower will (i) fulfill, perform and observe each and every condition and covenant of Borrower contained in the Lease; (ii) give prompt notice to Lender of any claim of default under Lease (a) given by Lessee to Borrower or (b) given by Borrower to Lessee, together with a complete copy of any such claim; (iii) at the sole cost and expense of Borrower, enforce, short of termination of the Lease, the performance and observance of each and every covenant and condition of the Lease to be performed or observed by Lessee; and (iv) appear in and defend any action growing out of, or in any manner connected with, the Lease or the obligations or liabilities of Borrower, as lessor thereunder, or of the Lessee or any guarantor thereunder.

2. The rights assigned hereunder include all of Borrower's right and title (i) to modify the Lease; (ii) to terminate the term or to accept the surrender thereof; (iii) to waive, or release the Lessee from, the performance or observance by the Lessee of any obligation or condition of the Lease; (iv) to permit the prepayment of any rents under the Lease for more than thirty (30) days prior to the accrual thereof; and (v) to give any consent to any assignment by the Lessee of the Lease or to sublease any part or portion of the Premises.

3. Borrower will not (i) modify the term of the Lease or accept the surrender thereof unless required so to do by the terms of the Lease; (ii) permit the Lessee to anticipate the payment of any rents under the Lease by Lessee or any sublessee for more than thirty (30) days prior to accrual; (iii) waive, or release Lessee or any sublessee from, the observance or performance of any obligation to be performed by either under the terms of the Lease or liability on account of any warranty given by either of them.

4. Upon the occurrence of any one of the following events (herein called an "event of default"):

(i) the failure by Borrower to perform or observe any covenant of Borrower contained in this assignment, in any instrument evidencing any debt secured by this assignment, or in the Security Conveyance;

(ii) should any warranty of Borrower herein contained or contained in any evidence of debt given by Borrower to Lender and secured hereby, or contained in Security Conveyance, prove untrue or misleading in any material aspect;

This is one of seven duplicate originals of this Assignment of Lessor's Interest in Lease. One duplicate original will be recorded in each of the following counties in the State of Alabama: Butler, Cullman, Jefferson, Madison, Montgomery, Shelby and Tuscaloosa.

*Alabama

...Borrower to meet any condition set forth in the Lease:
(iv) should any event occur under any agreement made by Borrower with any third person whereby that person might declare immediately due and payable any indebtedness owing by Borrower to such third person; or
(v) should Borrower fail promptly to pay, when due, any debt due any third person,
then and thereupon Lender may: (a) declare the total indebtedness due by Borrower to Lender, secured by this assignment, immediately due and payable; (b) proceed to enter upon, take possession of, and operate the Premises under this assignment without becoming a mortgagee in possession; (c) proceed to perform any and all obligations of Borrower, contained under Lease, and exercise any and all rights of Borrower therein contained as fully as Borrower itself could, and this without regard to the adequacy of security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court; (d) make, enforce, modify and accept the surrender of Lease, or any single Lease if more than one be assigned hereunder; (e) obtain and evict tenants; (f) fix or modify rent; and (g) do all other acts which Lender may deem necessary or proper to protect its security. Borrower does hereby specifically authorize Lender, in Borrower's name or in Lender's name, to sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same first against all costs and expenses of operation of the Premises, of the performance of Borrower's obligations under Lease and of collection, including reasonable attorneys' fees. Any amounts remaining after such application shall be applied next to interest on, and then to the principal of, the indebtedness secured hereby and upon the payment in full thereof, both principal and interest, then this assignment and all rights of Lender hereunder shall cease and terminate. Entry upon and taking possession of the property and the collection of the rents and the application thereof, as aforesaid, shall in no wise operate to cure or waive any default under any other instrument given by Borrower to Lender, or prohibit the taking of any other action by Borrower under any such instrument or at law or in equity to enforce payment of the indebtedness secured by Lease or to realize on any other security.

Borrower further agrees that:

1. Should Borrower fail to perform or observe any covenant or comply with any condition contained in the Lease, then Lender, but without obligation so to do and without notice to or demand on Borrower or releasing Borrower from its obligation so to do, may perform such covenant or condition and, to the extent that Lender shall incur any costs or pay any monies in connection therewith, including any costs or expenses of litigation, then costs, expense or payment shall be included in the indebtedness secured hereby and shall bear interest from the incurring or payment thereof at the rate of eight (8) per cent per annum.
2. No action taken by Borrower or Lender shall cause or permit the estate of any Lessee under any Lease to merge with Borrower's reversionary interest.
3. Lender shall not be obligated to perform or discharge any obligation of Borrower under Lease, and Borrower agrees to indemnify and hold Lender harmless against any and all liability, loss or damage which Lender may incur under the Lease or under or by reason of this assignment and of and from all claims and demands whatsoever which may be asserted against it by reason of an act of Lender under this assignment or under Lease.

The parties agree that wherever used in this assignment, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words "Borrower" and "Lender" shall include individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities and the respective heirs, executors, legal representatives, administrators, successors and assigns of the parties hereto, and all those holding under either of them; the word "note" shall also include one or more notes or bonds, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

IN WITNESS WHEREOF, Borrower has caused these presents to be executed on the date hereinabove written.

Treetop Enterprises, Inc.

By:

Name: WILLIAM E. EZZELL, III
Title: PRESIDENT

Signed, sealed and delivered in the presence of:

Notary Public

(CORPORATE SEAL)

FOR NOTARY SIGNATURE, SEE
ATTACHED ADDENDUM "A".

SCHEDULE A

(Here set forth the following information for each lease and, to the extent appropriate, each modification thereof: name of lessor, name of lessee (the "Lessee"), date, book and page of recording, remaining length of current term, and address or other identification of leased premises.)

All leases now or hereafter entered into by Borrower in connection with the premises, including, but not limited to those certain leases with Waffle House, Inc. described on Exhibit C.

* to the extent allowed by law

ADDENDUM "A"

STATE OF Georgia)
COUNTY OF GWINNETT)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William E. Ezell, III, whose name as PRESIDENT of Treetop Enterprises, Inc., a Tennessee corporation, is signed to the foregoing Leasehold Mortgage and Security Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation

Given under my hand and official seal this 13th day of January, 1992.

Lynne H. Weatherford
Notary Public

My Commission Expires: January 13, 1995

[NOTARY MUST AFFIX SEAL]

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UNIT #78

EXHIBIT

A

All that tract or parcel of land located in Tuscaloosa County, Alabama, and being more particularly described as follows:

Start at the NE corner of Lot 11 of the Martha Caroline Albright Survey, as recorded in Plat Book 6 at Page 9 in the Probate Office of Tuscaloosa County, Alabama; thence run in a Westerly direction and along the North boundary of said Lot 11 for a distance of 184.89 ft. to the point of beginning; thence continue in a Westerly direction and along the North boundary of Lot 11 for a distance of 280.44 ft. to a point, said point lying on the East boundary of the U.S. 82 By-Pass; thence with a deflection angle of 97 degrees 45 minutes to the left, run in a Southerly direction and along the East boundary of Lot 11 for a distance of 70.0 ft. to a point; thence with a deflection angle of 82 degrees 15 minutes to the left, run in an Easterly direction for a distance of 270.64 ft. to a point; thence with a deflection angle of 89 degrees, 42 minutes to the left, run in a Northerly direction for a distance of 69.36 ft. to the point of beginning.

Located at:

3421 McFarland Blvd. E. & I-59
Tuscaloosa, AL 35401

Unit #150

EXHIBIT "A"

BOOK 383 PAGE 96

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 9, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama; thence run South 5 degrees 17 minutes 30 seconds East along the East line of said Southeast Quarter of Northeast Quarter (SE 1/4 of NE 1/4) for 504.63 feet to a point on the Southerly right of way line of U.S. Highway No. 82; thence to the right with a deflection angle of 113 degrees 18 minutes 00 seconds and run North 71 degrees 59 minutes 30 seconds West along said Southerly right of way line for 53.47 feet to a point; thence to the left with an interior angle of 90 degrees 00 minutes 00 seconds and run South 18 degrees 00 minutes 30 seconds West for 15 feet to a point; thence to the right with an interior angle of 270 degrees 00 minutes 00 seconds and run North 71 degrees 59 minutes 30 seconds West for 27.11 feet to the point of beginning; thence continuing Catalina Motel property; thence to the left with an interior angle of 87 degrees 23 minutes 00 seconds and run South 15 degrees 23 minutes 30 seconds West for 194.39 feet along the Easterly line of said Motel property to the Southeast corner of said property on the North line of 32nd Street; thence to the left with an interior angle of 79 degrees 35 minutes 02 seconds and run South 85 degrees 01 minutes 28 seconds East for 76.26 feet; thence to the left with an interior angle of 100 degrees 24 minutes 58 seconds and run North 15 degrees 23 minutes 30 seconds East for 177.17 feet to the point of beginning, being in the County of Tuscaloosa, State of Alabama.

SOURCE OF TITLE: Deed from Lee E. Faulkner to Trestop Enterprises, Inc. as recorded in Deed Book 817, at Page 650 in the Probate Office of Tuscaloosa County, Alabama.

Located at: U.S. 82 By-Pass W. & Alabama 69
Northport, AL 35476

UNIT #159

EXHIBIT A

Begin at the northeast corner of the southeast quarter of the southeast quarter of Section 10, Township 10, Range 14, Butler County, Alabama; run then North 88 degrees 13 minutes West 1,285.0 feet to a concrete market, said marker being the point of beginning of the herein described real property; run thence South 01 degrees 47 minutes west 90.0 feet to a concrete market; thence north 88 degrees 13 minutes west 178.7 feet to a concrete market on the east right of way line of Alabama Highway Number 185; run thence north 11 degrees 24 minutes west along said right of way 92.4 feet to an iron pin; thence south 88 degrees 13 minutes east 200.0 feet to the point of beginning; situated, lying and being in the south one-half of the southeast quarter of Section 10, Township 10, Range 14, Greenville, Butler County, Alabama, and containing 17,041.5 feet, more or less.

Located at:

I-65 & Alabama Hwy. 185
Greenville, AL 36037

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Unit #346

EXHIBIT "A"

All that tract or parcel of land lying and being in the South 99.03 feet of Lot 10, Block A, of Nickerson's Addition to Alabaster, as recorded in Map Book 3, Page 61, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Beginning at the Southwest corner of said Lot 10; thence, running North 3 degrees 56 minutes West along the West line of said lot for 99.03 feet; thence 91 degrees 41 minutes right (recorded 92 degrees 0 minutes) and running North 87 degrees 45 minutes East and parallel with the South line of said lot for 145.0 feet to a point on the East line of said Lot 10; thence 88 degrees 19 minutes right (recorded 88 degrees 0 minutes) and running South 3 degrees 56 minutes East along the East line of said Lot 10 for 99.03 feet to the Southeast corner of said Lot 10; thence 91 degrees 42 minutes right (recorded 92 degrees 0 minutes) and running South 87 degrees 45 minutes West along the South line of said Lot 10 for 145.0 feet to the point of beginning. Situated in the Town of Alabaster, Shelby County, Alabama.

Located at: I-65 & U.S. 31
Alabaster, AL 35007

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Unit# 456

EXHIBIT "A"

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 4, Township 11 South, Range 3 West; thence North 2°42' West a distance of 394.7 feet to a point; thence North 71°45' West a distance of 736.4 feet to the right-of-way line of Alabama Highway No. 69; thence North 30°58' East along said right-of-way a distance of 100 feet to the Point of Beginning of the herein described parcel; thence North 30°58' East along said right-of-way 75.35 feet to an Iron Pin; thence North 58°58' West a distance of 40 feet to an Iron Pin; thence North 32°54' East run the arc of a 2° curve having a chord distance of 20 feet to an Iron Pin; thence South 67°06' East a distance of 200 feet to an Iron Pin; thence South 30°58' West a distance of 95 feet to an Iron Pin; thence North 69°10' West a distance of 162.8 feet to the true point of beginning. Situated, lying and being in Cullman County, State of Alabama.

An easement for sewer purposes more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 4, Township 11 South, Range 3 West; thence North 2°42' West a distance of 394.7 feet to a point; thence North 71°45' West a distance of 736.4 feet to the right-of-way line of Alabama Highway No. 69; thence North 30°58' East along said right-of-way a distance of 100 feet; thence North 30°58' East along said right-of-way 75.35 feet to an Iron Pin; thence North 58°58' West a distance of 40 feet to an Iron Pin; thence North 32°54' East run the arc of a 2° curve having a chord distance of 20 feet to an Iron Pin; thence South 67°06' East a distance of 200 feet to an Iron Pin; thence South 30°58' West a distance of 10 feet to the beginning and center line of a 10 foot wide easement being 5 feet each side of the following described center line; South 55°02' East 400.63 feet to the center of an existing drainage ditch. Situated, lying and being in Cullman County, State of Alabama.

Located at: Alabama 69 & I-65
Cullman, AL 35055

BOOK 383 PAGE 97 - A

EXHIBIT "A"

To reach the point of beginning from the intersection of the East side of Ann Street and the North side of Third Street in the City of Montgomery, Alabama, run North 2 degrees 15 minutes West along the East side of Ann Street 250.0 feet; thence North 87 degrees 43 minutes East 266.8 feet to the point of beginning; thence from the point of beginning run South 87 degrees 43 minutes West along the North side of Zelda Road 103.73 feet to the beginning of a curve to the right having a central angle of 65 degrees 22 minutes 20 seconds and a radius of 146.0 feet; thence Northwesterly along said curve to a point on the South property line of the Gulf Oil Company station, one chord being North 59 degrees 35 minutes 49 seconds West 157.20 feet; thence North 5 degrees 59 minutes East 1.75 feet; thence North 87 degrees 36 minutes East along said property 200.0 feet; thence North 87 degrees 43 minutes East 37.45 feet to the property of the Econo Lodge; thence South 1 degree 27 minutes 47 seconds East along said property 87.3 feet to the point of beginning, the said land being Lot B according to the Plat No. 4 of Southwest Part of Lot 41, Primrose Heights, as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 28, at Page 113, and additional property East and South thereof, and being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East, Montgomery City and County, Alabama, and containing 17,475.969 square feet, or 0.401 acres, more or less.

Said Parcel also being described as Lot BB, according to the Replat of Plat No. 4 of southwest part of Lot 41, Primrose Heights and the Southwest corner of Lot A of Matador Plat No. 1, and additional property Southwest thereof in Southwest Quarter of Section 16, Township 16 North, Range 18 East, as said Replat appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 33, at Page 127.

TOGETHER with a non-exclusive easement for ingress, egress and parking across the following described property:

Commence at the intersection of the Southwest corner of Lot A, according to the Plat of Matador Plat No. 1, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 24, at Page 139, and Zelda Road; thence North 02 degrees 17 minutes West 87.3 feet; thence North 05 degrees 59 minutes East 200.00 feet; thence continue North 05 degrees 59 minutes East to the Northern boundary of said Lot A; thence run Easterly along the Northern boundary of said Lot A a distance of 70 feet; thence turn and run South to Zelda Road; thence run West along the North right-of-way of Zelda Road to the point of beginning.

Less and except therefrom the following described property:

To reach the point of beginning from the intersection of the East side of Ann Street and the North side of Third Street in the City of Montgomery, Alabama, run North 02 degrees 15 minutes West along the East side of Ann Street 250.0 feet; thence North 87 degrees 43 minutes East 230.6 feet to the point of beginning; thence from the point of beginning run North 02 degrees 17 minutes West 87.3 feet; thence North 87 degrees 43 minutes East 37.45 feet; thence South 01 degree 27 minutes 47 seconds East 87.3 feet to the North side of Zelda Road; thence South 87 degrees 43 minutes West along Zelda Road 36.2 feet to the point of beginning, the said land being in part of Lot 41, according to the Plat of Primrose Heights as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 4, at Page 28, and being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East, Montgomery City and County, Alabama.

TOGETHER with an easement for sign across the following described property:

Beginning at the Southeast corner of Lot A, according to the Replat of the Northwest corner of Lot 41 of Primrose Heights as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 24, at Page 114, and running thence North 05 degrees 59 minutes East along said Lot A, 200.0 feet; thence North 87 degrees 43 minutes East 15.16 feet; thence South 05 degrees 59 minutes West 200.0 feet; thence South 87 degrees 43 minutes West 15.16 feet to the point of beginning, the said land being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East, Montgomery County, Alabama, and containing 3000.0 square feet, or 0.069 acres, more or less.

Located at: 2615 Zelda Road
Montgomery, AL 36107

Unit 576

EXHIBIT "A"

Lot A-2, according to the Map of the Replat of Fifth Quarter Plat No. 1, as said replat is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 33, Page 142.

Located at: 5180 Carmichael Road
Montgomery, AL 36106

BOOK 383 PAGE 99

EXHIBIT "A"

Lot 2, according to the plat of Bill G. King Subdivision, Madison Alabama, as recorded in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 15, page 79, which is also described as follows:

All that part of the Southeast quarter of Section 20, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, more particularly described as beginning at an iron stake on the southerly right of way for Alabama Highway 20, said point of true beginning is further described as being West 40.00 feet; South 05 degrees 53 minutes West, 222.36 feet; South 63 degrees 18 minutes West 657.98 feet; and South 26 degrees 42 minutes East, 175.00 feet from the center of the East boundary of Section 20, Township Madison South, Range 2 West; thence from the point of true beginning, North 63 degrees 18 minutes East, along the southerly margin of Alabama Highway 20, 80.00 feet to a point; thence South 26 degrees 42 minutes East, 150.00 feet to a point; thence South 63 degrees 18 minutes West, 80.00 feet to an iron stake; thence North 26 degrees 42 minutes West, 150.00 feet to the point of true beginning.

ALSO, a perpetual, non-exclusive easement for ingress, egress and parking on the east 40 feet of Lot 1, according to the plat of Bill G. King Subdivision, Madison, Alabama, as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 15, Page 79, by a deed recorded in Deed Book 666, Page 1156, Bill G. King as Grantor granted to Treetop Enterprises, Inc., as Grantee, the right to construct and maintain, at Grantee's expense a 25-foot wide driveway connecting Grantor's and Grantee's parking lots, in a location mutually acceptable to both parties.

Located at: 8979 Highway 20, West
Madison, AL 35758

UNIT #664

EXHIBIT A

Lot 1, according to the Survey of Vestavia Waffle House, as recorded in Map Book 155, Page 28, in the Probate Office of Jefferson County, Alabama.

Located at: 3023 Columbiana Road
Vestavia Hills, AL 35216

BOOK 383 PAGE 101

EXHIBIT "A"

Part of the SE 1/4, Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the Southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 16 minutes 39 seconds right and run Northeasterly for 152.01 feet; thence 90 degrees left and run Northwesterly for 349.62 feet; thence 90 degrees left and run Southwesterly for 160.00 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way line for 253.07 feet; thence 14 degrees 02 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 degrees 00 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive; thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet; thence 22 degrees 07 minutes 10 seconds right and run Southeasterly along said right of way line for 23.50 feet to the point of beginning; thence continue Southeasterly along said right of way line for 163.81 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 178.84 feet; thence 56 degrees 56 minutes 47 seconds right and run Northwesterly for 95.24 feet; thence 100 degrees 30 minutes 00 seconds right and run Northeasterly for 205.16 feet to the point of beginning.

Also, all that tract or parcel lying and being in Shelby County, in the City of Pelham, Alabama, and being more particularly described as follows:
Beginning at the Northeasterly property corner at the right of way of Oak Mountain Park Circle of the Thriftlodge Motel site; thence run South 56 degrees 57 minutes 3 seconds West a distance of 22.0 feet to a point, the TRUE POINT OF BEGINNING; thence run South 33 degrees 2 minutes 57 seconds East, a distance of 75.60 feet to a point; thence run South 53 degrees 45 minutes 45 seconds East, a distance of 76.66 feet to a point; thence run South 78 degrees 31 minutes 1 second East, a distance of 60.70 feet to a point; thence run South 6 degrees 53 minutes 4 seconds East, a distance of 22.07 feet to a point; thence run North 78 degrees 31 minutes 1 second West, a distance of 68.67 feet to a point; thence run North 53 degrees 45 minutes 49 seconds West, a distance of 90.41 feet to a point; thence run North 33 degrees 2 minutes 57 seconds West, a distance of 79.62 feet to a point; thence run North 56 degrees 57 minutes 3 seconds East a distance of 22.0 feet to a point; the TERMINUS POINT of this description.

LESS AND EXCEPT that portion of caption lands conveyed to Forte Hotels International, Inc., by deed recorded in Real Record 283, Page 519, more particularly described as follows:
Part of SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 16 minutes 39 seconds right and run Northeasterly for 152.01 feet; thence 90 degrees 0 minutes left and run Northwesterly for 349.02 feet; thence 90 degrees 0 minutes left and run Southwesterly for 160.0 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way line for 253.07 feet; thence 14 degrees 2 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way for 62.56 feet to an angle point in said right of way; thence 45 degrees 0 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees 0 minutes left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive; thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet; thence 22 degrees 7 minutes 10 seconds right and run Southeasterly along said right of way line for 187.31 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 144.84 feet to the point of beginning; thence continue Northwesterly along the same line for 34.0 feet; thence 56 degrees 56 minutes 47 seconds right and run Northwesterly for 95.24 feet; thence 100 degrees 30 minutes 0 seconds right and run Northeasterly for 78.50 feet; thence 103 degrees 34 minutes 45 seconds right and run Southerly for 110.75 feet to the point of beginning; being situated in Shelby County, Alabama.

Located at: 1020 Oak Mountain Park Road
Helena, AL 35080

EXHIBIT "A"

PARCEL 1:

Commence at the SW Corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West; thence run Northerly along 1/4 line for a distance of 181.82 feet to the Northerly Right of Way of Valley Road; thence right 53° 48' and run Northeasterly along said Right of Way for a distance of 253.21 feet for Point of Beginning; thence continue along last described course for a distance of 238.42 feet; thence left 137° 20' 40" and run Northwesterly for a distance of 20.47 feet to a Point of a Curve having a radius of 1382.08 feet and a delta angle of 3° 43' 55"; thence along said curve an arc distance of 90.02 feet to a monument; thence left 31° 26' 20" and run Southwesterly for a distance of 162.84 feet; thence left 101° 17" and run Southwesterly for a distance of 94.09 feet to Point of Beginning.

Two Parcels situated in the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, situated in Jefferson County, Alabama, being more particularly described as follows, and set out for informational purposes only. Both parcels are contained in Parcel 1 described above.

PARCEL A:

Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, Jefferson County, Alabama, and run North along the West line thereof for 169.53 feet; thence 53° 44' 26" right for 260.98 feet; thence 89° 05' left for 102.35 feet to the Southeasterly right of way line of Interstate Highway #59; thence 96° 38' right and run along said right of way for 113.72 feet; thence 118° 38' 18" right for 108.35 feet; thence 53° 48' 42" right for 50.0 feet to the point of beginning.

PARCEL B:

Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, Jefferson County, Alabama; thence run North along the West line of said 1/4-1/4 section a distance of 181.82 feet; thence turn right 53° 48' and run Northeasterly a distance of 311.13 feet to the point of beginning; thence continue along the last described course a distance of 180.50 feet to the Southerly right-of-way line of a public road; thence turn left 137° 20' 40" and run Westerly along said right-of-way line a distance of 20.47 feet to a point of curve, said curve being to the left, having a radius of 1382.08 feet and an interior angle of 3° 43' 55"; thence continue westerly along said right-of-way line an arc distance of 90.02 feet; thence from the tangent of the last described course turn left 31° 26' 20" and run Southwesterly a distance of 40.59 feet; thence turn left 61° 17' and run Southerly a distance of 96.60 feet to the point of beginning.

Located at: 1128 Chalkville Road
Trussville, AL 35173

**EXHIBIT B
LIST OF COUNTIES**

Alabama

**Butler
Cullman
Jefferson
Madison
Montgomery
Shelby
Tuscaloosa**

EXHIBIT 'C'

UNIT NO.	TENANT	ADDRESS OF RESTAURANT	LANDLORD
78	Waffle House, Inc.	3421 McFarland Blvd. E. & I-59 Tuscaloosa, AL 35401	Treetop Enterprises, Inc.
118	Waffle House, Inc.	I-40 E. & Donelson Pike Nashville, TN 37214	Treetop Enterprises, Inc.
150	Waffle House, Inc.	U.S. 82 By-Pass W. & Alabama 69 Northport, AL 35476	Treetop Enterprises, Inc.
152	Waffle House, Inc.	I-24 & U.S. 41 Manchester, TN 37355	Treetop Enterprises, Inc.
159	Waffle House, Inc.	I-65 & Alabama Hwy. 185 Greenville, AL 36037	Treetop Enterprises, Inc.
215	Waffle House, Inc.	I-40 & State Hwy. 42 Cookeville, TN 38501	Treetop Enterprises, Inc.
346	Waffle House, Inc.	I-65 & U.S. 31 Alabaster, AL 35007	Treetop Enterprises, Inc.
369	Waffle House, Inc.	309 S. 16th Ave. Laurel, MS 39440	Treetop Enterprises, Inc.
452	Waffle House, Inc.	Enterprise Blvd. & I-24 Lavergne, TN 37086	Treetop Enterprises, Inc.
456	Waffle House, Inc.	Alabama 69 & I-65 Cullman, AL 35055	Treetop Enterprises, Inc.
472	Waffle House, Inc.	941 Conference Dr. Goodlettsville, TN 37072	Treetop Enterprises, Inc.

473	Waffle House, Inc.	4301 Sidco Dr. & I-65 Nashville, TN 37204	Treetop Enterprises, Inc.
478	Waffle House, Inc.	1208 Roebuck Dr. Meridian, MS 39301	Treetop Enterprises, Inc.
483	Waffle House, Inc.	I-65 & U.S. 96 Franklin, TN 37064	Treetop Enterprises, Inc.
485	Waffle House, Inc.	228 W. Trinity Lane & I-65 Nashville, TN 37207	Treetop Enterprises, Inc.
528	Waffle House, Inc.	2210 Old Fort Pkwy SR 96 & I-24 Murfreesboro, TN 37130	Treetop Enterprises, Inc.
561	Waffle House, Inc.	I-40 & U.S. 70 S. Nashville, TN 37221	Treetop Enterprises, Inc.
563	Waffle House, Inc.	2615 Zelda Road Montgomery, AL 36107	Treetop Enterprises, Inc.
576	Waffle House, Inc.	5180 Carmichael Road Montgomery, AL 36106	Treetop Enterprises, Inc.
581	Waffle House, Inc.	8979 Highway 20 West Madison, AL 35758	Treetop Enterprises, Inc.
584	Waffle House, Inc.	2340 Elm Hill Pike Nashville, TN 37210	Treetop Enterprises, Inc.
596	Waffle House, Inc.	3116 N. Main Street Crossville, TN 38555	Treetop Enterprises, Inc.
664	Waffle House, Inc.	3023 Columbiana Road Vestavia Hills, AL 35216	Treetop Enterprises, Inc.
682	Waffle House, Inc.	4406 W. Hardy Street Hattiesburg, MS 39402	Treetop Enterprises, Inc.

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706	Waffle House, Inc.	3304 Dickerson Rd. Nashville, TN 37207	Treetop Enterprises, Inc.
735	Waffle House, Inc.	1020 Oak Mountain Park Rd. Helena, AL 35080	Treetop Enterprises, Inc.
756	Waffle House, Inc.	1128 Chalkville Road Trussville, AL 35173	Treetop Enterprises, Inc.

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

92 JAN 14 PM 2:57

[Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	45.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	49.00

