

Important: Read Instructions on Back Before Filling out Form.

READER FROM
Registred, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

Inst # 2000-02970
01/31/2000-02970
09:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NWS 18.00

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

| | |
|--------------------|-------|
| <u>00</u> <u>0</u> | — — — |
| <u>20</u> <u>0</u> | — — — |
| <u>70</u> <u>0</u> | — — — |
| — — — | — — — |
| — — — | — — — |
| — — — | — — — |

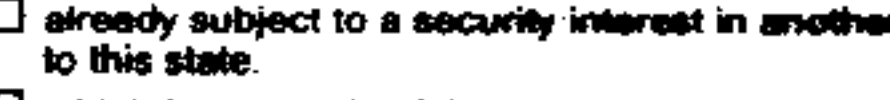
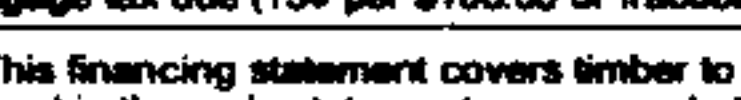
| | | |
|--|--|--|
| <p>Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Products of Collateral are also covered.</p> <p>6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.</p> <p><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected.</p> <p><input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor</p> <p><input type="checkbox"/> as to which the filing has lapsed.</p> <p> _____ Signature(s) of Debtor(s)</p> <p>_____ Signature(s) of Debtor(s) ASSOCIATE FOODS, INC. Type Name of Individual or Business</p> | | <p>7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ <u> - 0 - </u></p> <p>Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____</p> <p>8. <input type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is indexed in the real estate mortgage records (Describe real estate and interest in Box 5). If debtor does not have an interest of record, give name of record owner in Box 5)</p> <p>_____ Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature - see Box 6)</p> <p> _____ Signature(s) of Secured Party(ies) or Assignee</p> <p>_____ Signature(s) of Secured Party(ies) or Assignee HUDDLE HOUSE, INC. Type Name of Individual or Business</p> |
|--|--|--|

EXHIBIT "A"

All that certain space being shown and designated as the "Huddle House Restaurant" on the drawing attached hereto as "Exhibit A-1" being located on a portion of the lot or parcel of land described below:

All that tract and parcel of land lying, situate and being in Shelby County, Alabama and more particularly described as follows:

From the true Southwest corner of the Southwest 1/4 of Section 28, Township 19 South, Range 2 East, run thence East along the true South boundary of said Southwest 1/4 of Southeast 1/4 a distance of 582.97 feet; thence turn $72^{\circ}06'48''$ left and run 135.73 feet to a point on the North Boundary of Kymulga Ferry Road, being the Southeast corner of the McDaniel Investment, Inc. lot as described in 1993-32023, being the point of beginning of herein described lot; thence continue along said course and along the East line of the McDaniel Investment, Inc. lot a distance of 265.18 feet to an iron pin on the South Boundary of U.S. Highway 280 (120 foot right-of-way); thence turn $99^{\circ}09'$ right and run a chord distance of 256.71 feet to a concrete monument on said Highway boundary; thence turn $75^{\circ}58'30''$ right and run 133.95 feet along a right-of-way flair-back to a concrete monument on the North boundary of Kymulga Ferry Road; thence turn $78^{\circ}11'15''$ right and run 100.10 feet along said road boundary to a concrete monument; thence turn $90^{\circ}17'50''$ left and run 10.0 feet to a concrete monument on said road boundary; thence turn $89^{\circ}58'20''$ right and run 179.73 feet along said road boundary to the point of beginning herein described lot. Mineral and mining rights excepted.

EXHIBIT "B"

Debtor: **ASSOCIATE FOODS, INC.**

Secured Party: **HUDDLE HOUSE, INC.**

Description of Collateral:

All the following property of Debtor, whether now owned or hereafter acquired or arising, wherever located:

1. all rights of the Debtor to payment for goods sold or leased, or to be sold or to be leased, or for services rendered, without limitation, all accounts, receivables, instruments, chattel paper and general intangibles, all returned or repossessed goods and all books, records, computer tapes, programs, and ledger books arising therefrom or related thereto, whether now owned or hereafter acquired or arising; and

2. all inventory of the Debtor, including, without limitation, all goods of the Debtor held for sale or lease or furnished or to be furnished under contracts of service, all goods held for display or demonstration, goods on lease or consignment, returned or repossessed goods, all raw materials, work-in-process, finished goods and supplies used or consumed in the Debtor's business, together with all documents, documents of title, dock warrants, dock receipts, warehouse receipts, bills of lading or orders for the delivery of all, or any portion, of the foregoing; and

3. all equipment of the Debtor, including, without limitation, all machinery, furniture furnishings, leasehold improvements, trade fixtures, appliances, signs, sign frames, sign poles, sign lighting equipment and other equipment used or useful in the Debtor's business; and

4. all general intangibles of the Debtor, including, without limitation, all copyrights, royalties, trademarks, trade names, service marks, patent and proprietary rights, blueprints, drawings, designs, trade secrets, plans, diagrams, schematics and assembly and display materials relating thereto and all customer lists; and

5. all products and/or proceeds of any of the foregoing, including, without limitation, insurance proceeds.

Proceeds of the above described property include, without limitation and to the extent not described above, the following types of property acquired with cash proceeds: accounts, chattel paper, general intangibles, documents, inventory, equipment, fixtures, farm products and consumer goods.

SOME OR ALL OF THE FOREGOING DESCRIBED COLLATERAL IS THE SUBJECT OF CERTAIN LICENSE AND LEASE AGREEMENTS BY AND BETWEEN HUDDLE HOUSE, INC. AS LESSOR AND ASSOCIATE FOODS, INC. AS LESSEE. AS TO THAT PROPERTY, THIS FILING IS MADE ONLY TO REFLECT THE COLLATERAL

ASSIGNMENT TO HUDDLE HOUSE, INC., AS THE SECURED PARTY, OF THE
INTEREST AS A LESSEE OR LICENSEE OF ASSOCIATE FOODS, INC. IN THAT
PROPERTY.

DEBTOR

ASSOCIATE FOODS, INC.

BY: W. L. Bowden, Jr.
WESLEY L. BOWDEN, JR., President

ATTEST: James F. Camp
JAMES F. CAMP, Secretary

{CORPORATE SEAL}

SECURED PARTY

HUDDLE HOUSE, INC.,
a Georgia corporation

BY: Philip Greifeld
PHILIP GREIFELD, President

ATTEST: Claudia Koepfel Levitas
CLAUDIA KOEPPLE LEVITAS, Secretary

{CORPORATE SEAL}

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