

to further secure the payment by Mortgagor to the Mortgagee of the aforesaid promissory note secured by the aforesaid mortgage. Now, for valuable consideration in hand and received, the Mortgagor does hereby assign, transfer and set over to the Mortgagee all of its rights, title, and interest to the income and proceeds of the said Lease. The Mortgagee as Assignee shall have the right at anytime to require the Howard Johnson Company as Lessee to make all rental payments thereon directly to the Mortgagee, which payment shall be applied to the payments required of the Mortgagor under the aforesaid note and mortgage.

That the Mortgagee does hereby release and forever discharges from the aforesaid mortgage all of its rights, title, and interest in the said personal property and chattels enumerated on the attached Exhibit "A" and does hereby cancel its lien in the said mortgage as to the said personal property and chattels enumerated in the said Schedule "A." It is expressly agreed and understood between these parties that this partial release and cancellation by the Mortgagee releasing the aforesaid personal property and chattels enumerated in Schedule "A" is a partial release only for the sole purpose of releasing the chattels enumerated and does not impair or affect its rights under the aforesaid mortgage in any other manner than to release said items and does not release, relieve, or affect the obligations and liabilities of the Mortgagor to pay the said promissory note and mortgage as agreed or relieve, impair, or alter any of the Mortgagor's liabilities under said mortgage and mortgage note in any manner.

WITNESS our hands and seals this 23rd day of December, 1971.

WITNESSES:

Darlene B. Hudgins

Claudia Duffie

Ruth W. Pucett

Willie H. Cleveland

GREENVILLE RESTAURANTS, INC.

By: [Signature]
President

Attest: H.M. Melton
Secretary

LIBERTY LIFE INSURANCE COMPANY

By: [Signature]
Assistant Vice President

Attest: [Signature]
Assistant Secretary