

TOGETHER WITH all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Mortgaged Property and included in any reference thereto);

TO HAVE AND TO HOLD all and singular the Mortgaged Property unto Mortgagee and the successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seised of the Mortgaged Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Mortgaged Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Mortgaged Property unto Mortgagee and the successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

This Mortgage is covered by the provisions of a blanket Indenture of Mortgage, Deed of Trust and Security Agreement dated as of September 1, 1977 between Krystal Real Estate Co. II and American National Bank and Trust Company of Chattanooga, as trustee, a copy of which is attached hereto as Exhibit C, together with all amendments and supplements thereto, including the Supplemental Indenture of Mortgage, Deed of Trust and Security Agreement dated as of February 15, 1978, a copy of which is attached hereto as Exhibit B, all the terms and provisions of which blanket Indenture and Supplemental Indenture are hereby incorporated herein by reference. The aforesaid blanket Indenture together with the aforesaid Supplemental Indenture are collectively referred to herein as the "Indenture." In the event there are any inconsistencies between the provisions of this Mortgage and those contained in the Indenture, the provisions of the Indenture shall govern and shall be controlling.

Upon the occurrence of a default in the payment of the indebtedness secured by this Mortgage or upon the occurrence of any other default under this Mortgage or under the Indenture, the Mortgagee may, without notice to Mortgagor, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Mortgaged Property. At the foreclosure Mortgagee shall be entitled to bid and to purchase the Mortgaged Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Mortgaged Property. The remedies provided to Mortgagee in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or in the Indenture, or by law, all of which rights and remedies may be exercised by Mortgagee simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the indebtedness secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Mortgaged Property until a default hereunder has occurred.

IN WITNESS WHEREOF, Mortgagor has executed this

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