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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MORTGACE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS THE PARTY of the first part, WAFFLE HOUSE, INC., a corporation organized and existing under the laws of the State of Georgia (Mortgagor) and THE CITIZENS AND SOUTHERN NATIONAL BANK, a national banking association having an office in Fulton County, Georgia, (Mortgagee), sent greetings:

IMEREAS this instrument is given to secure One Hundred sixty-four Thousand, seven hundred five and no/100 -----), (a) which is a portion of up to \$8,000,000.00 Dollars (\$ 164,705.00 in lawful money of the United States, Mortgagor is justly indebted to pay to Mortgagee with interest thereon, according to the terms of a certain Note dated December 31, 1980, as one of a series of Notes to be given by Mortgagor to Mortgagee pursuant to the terms of a Revolving Credit and Term Loan Agreement dated February 21, 1978, with the final payment being due on said note on December 31, 1983, and any replacement, renewal, extension or substitution of said December 31, 1980 note up to and including \$8,000,000 in lawful money of the United States, Mortgagor is or may become justly indebted to pay to Mortgagee as one or more of a series of notes to be given pursuant to the terms of said Revolving Credit and Term Loan Agreement, and (b) which is a portion of a certain note dated February 21 ____, 1978, from Mortgagor and WHI, Inc., a Georgia Corporation, to Mortgagee in the amount of \$4,791,140.00, pursuant to the terms of a loan Agreement dated February 21, 1978, with a final payment being due on said Note on January 1, 2003. (Said \$8,000,000.00 note or any one of a series of notes to be given by Mortgagor to Mortgagee pursuant to the aforementioned Revolving Credit and Term Loan Agreement and the \$4,791,140.00 Note given by Mortgagor and WHI, Inc., to Mortgagee pursuant to the aforementioned Loan Agreement are sometimes hereinafter collectively referred to as "Note" and said Revolving Credit and Term Loan Agreement and said Loan Agreement are sometimes hereinafter collectively referred to as "Loan Agreement").

NOW, THEREFORE, KNOW ALL MEN THAT Mortgagor in consideration of the debt and sum of money above mentioned, and for better securing the payment thereof to mortgagee according to the terms of the said instruments, and also in consideration of the further sum of Five (\$5.00) Dollars to me in hand well and truly paid by mortgagee at and before the signing of these presents, the receipt of which is acknowledged, have granted, bargained

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