

13. Any indulgence or departure at any time by the Mortgagee from any of the provisions hereof or of any obligations hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Mortgagor.

14. The words "Mortgagor" and "Mortgagee" whenever used herein shall include successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural.

WITNESS THE HAND AND SEAL OF THE MORTGAGOR.

DATE December 31, 1981.

IN THE PRESENCE OF WAFFLE HOUSE, INC.
By: J. Michael Upton (SEAL)
Vice President
By: J. Michael McLearty (SEAL)
Sec. / Treas.

STATE OF GEORGIA)
COUNTY OF DEKALB)) PROBATE

PERSONALLY APPEARED before the undersigned witness and made oath that (s)he saw Waffle House, Inc., the within named Mortgagor, by J. MICHAEL UPTON, its Vice President, sign, seal and as his act and deed deliver the within written mortgage, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

SWORN to before me this 31st day of December, 1981.

Notary Public for De. (SEAL)

Blairne J. Post

My Commission Expires: Notary Public, Georgia, State at Large
My Commission Expires May 2, 1983

STATE OF NORTH CAROLINA
DOCUMENTARY STATE TAX
\$ 5.92

909

4328 RV-21