



DEED OF TRUST, MORTGAGE,
DEED TO SECURE DEBT, SECURITY
AGREEMENT AND
ASSIGNMENT OF RENTS

REVIEWED
FILED

COVERING PROPERTIES LOCATED
IN THE STATE OF South Carolina,
COUNTY OF Greenville

April THIS INDENTURE, made and entered into this 2 day of ~~February~~, 1984, by and between H. T. L. ENTERPRISES, INC., a North Carolina corporation ("Grantor"), and WILLIAM C. WARDEN, JR. ("Trustee"), and Holly Farms Poultry Industries, Inc. (Holly or Beneficiary).

WITNESSETH:

A. Pursuant to Agreement for Sale and Purchase of Stock dated November 30, 1983, between Golden Fried Chicken of America, Inc., assigned to Golden Fried Chicken-N.C., Inc., and amended January 26, 1984 ("Purchase Agreement"), Golden Fried Chicken-N.C., Inc., a Texas corporation ("Golden"), acquired from Holly Farms Poultry Industries, Inc. ("Holly" or "Beneficiary"), all of the issued and outstanding shares of Grantor.

B. Grantor is the lessee of forty-three restaurants in connection with which Holly has guaranteed the performance by Grantor of all of its obligations under the terms of such leases (the "leases").

C. Grantor, Golden, and others have executed Indemnity Agreements (collectively "Indemnity Agreement") of even date herewith in favor of Holly, jointly and severally agreeing to indemnify and hold harmless Holly from any and all liability, claims, demands, causes of action, and attorneys' fees, arising out of the failure of Grantor to fulfill its lease obligations under the subject leases to the extent such obligations are not satisfied by a Letter of Credit issued by Texas Commerce Bank-Austin, N.A. in respect of such obligations (the "Letter of Credit"). The terms of the Indemnity Agreement are incorporated herein by reference.

D. As a condition to acceptance of the aforesaid Indemnity Agreement, Holly has required that the performance of the indemnitors under their agreements be secured by a lien on the assets of the various leased restaurants.

NOW, THEREFORE, in consideration of the premises, the execution and performance of the Purchase Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment and performance of the obligations of the parties executing the aforesaid Indemnity Agreement (the "Indemnitors"), as well as the performance of the obligations, covenants, agreements and undertakings of Grantor hereinafter described, Grantor does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to the Trustee, Grantor's estates in the lands described in Exhibit A attached hereto and made a part hereof, together with (i) all the buildings and other improvements now on or that may be placed hereafter on said land during the existence of this lien and all the income, rents, issues and profits arising therefrom and from the use thereof; (ii) all materials, equipment, fixtures or other property whatsoever now or hereafter attached to, installed in or used in connection with the buildings and other improvements now erected or hereafter to be erected on said land, including, but not limited to, all heating, plumbing, lighting, water heating, cooking, laundry, refrigerating, incinerating, ventilating and air conditioning equipment, disposals, dishwashers, refrigerators and ranges,

STATE OF SOUTH CAROLINA
DOCUMENTARY
SOUTH CAROLINA TAX COMMISSION
MAY 23 1984
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