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BOOK 750 PAGE 325

STATE OF ~~TEXAS~~ SOUTH CAROLINA
COUNTY OF ~~DALLAS~~ GREENVILLE

FILED
GREENVILLE CO. S. C.

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CLERK OF COURT

LEASE MODIFICATION AGREEMENT

This agreement by and between the Southland Life Insurance Company, hereinafter called Lender, Wooten Corporation of Wilmington, hereinafter called Lessor, and Carolina Automotive Safety Co. d/b/a Midas Muffler Shop, hereinafter called Lessee, is to evidence the following:

WHEREAS, the Lender has made a loan to the Lessor, which said indebtedness to Lender is secured by a Mortgage Of Real Estate on a certain building or buildings.

WHEREAS, all or a portion of the security for the aforesaid indebtedness has been leased to Carolina Automotive Safety Co. d/b/a Midas Muffler Shop under a certain lease agreement, dated the 24th. day of March, 19 64, recorded in the Office of the R.M.C. for Greenville County, State of South Carolina; and

WHEREAS, in consideration of funds advanced by the Lender, benefits accruing to the Lessee, and other good and valuable consideration, the parties hereto do hereby modify the aforesaid lease in the following manner:

1. If, in the opinion of Lessee, the Lessor has committed a breach of the aforesaid lease agreement, the Lessee shall serve written notice thereof upon the Lender by addressing same to Southland Life Insurance Company, Investment Division, Southland Center, Dallas, Texas;

2. Upon receipt of such notice of breach, the Lender may take such action as is necessary to cure and correct the breach of the aforesaid lease agreement and the Lessee agrees to waive suit or other action for breach of contract by the Lessor for 30 days following such notice of breach, and does moreover agree to accept performance by the Lender in lieu of performance by the Lessor of any covenants contained in said lease agreement. Nothing contained herein shall create any requirement for any action by the Lender but same may be taken by the Lender at its election to protect its security interest in the leased premises. Any funds advanced by the Lender under this paragraph shall be added to the indebtedness to the Lender secured by the leased premises.

3. Lessee shall, upon receipt of written notice from the Lender that Lessor has defaulted under the terms of the security instrument, make all rental payments due under

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