

substitutions, replacements and/or consolidations, or any such other mortgage or mortgages, shall nevertheless be subject to and entitled to the benefits of the terms of this agreement.

5. To the extent that the lease shall entitle the lessee and/or Guarantor to notice of any mortgage, this agreement shall constitute such notice to the lessee and/or Guarantor with respect to the mortgage and to any and all other mortgages which may hereafter be affected by this agreement.

6. This agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors in interests. This agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this agreement to be duly executed as of the day and year first above written.

IN THE PRESENCE OF:

W.D. Gandy

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: [Signature]

IN THE PRESENCE OF:

W.D. Gandy

WARDY'S OF SOUTH CAROLINA, INC.

BY: [Signature], President

BY: \_\_\_\_\_

IN THE PRESENCE OF:

W.D. Gandy

VOLUNTIER CAPITAL CORPORATION

BY: [Signature], Vice President

IN THE PRESENCE OF:

W.D. Gandy

MAULDIN ASSOCIATES, A General Partnership

BY: [Signature]

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