

the aforesaid lease to Lender instead of to the Lessor. Such payments, if made in strict accordance with the terms of the lease, shall fully discharge the Lessee from further liability for such payments. Rental payments under the aforesaid lease shall continue to be made to the Lender until notification in writing is received from the Lender to the Lessee.

4. Rental payments received by the Lender under the terms of Paragraph 3 shall be applied as set out in the assignment of lease and other security instruments heretofore executed by the parties, except that, in addition to any rights provided by any such instruments, the Lender may in its sole and absolute discretion apply such rentals without regard to order, in any one or more of the following manners:

- (a) to either the unpaid principal balance on the indebtedness or current installments to principal;
- (b) to interest as it accrues on the indebtedness;
- (c) to taxes or special assessments which constitute a lien against the Lender's security;
- (d) to ground rentals;
- (e) or to any obligations of the Lessor under the terms of the aforesaid lease.

5. Lessee shall not, without the written consent of the Lender, pay any rent other than as provided in the lease in advance to the Lessor;

6. Lessee and Lessor shall not make any changes in the aforesaid lease agreement without first obtaining the written consent of the Lender.

WITNESS our hand this 25th day of May, 19 64.

WITNESSES:
~~ACKRESIX~~

Calhoun Turner
Barbara Barbell
~~ACKRESIX~~

Calhoun Turner
Barbara Barbell
~~ACKRESIX~~

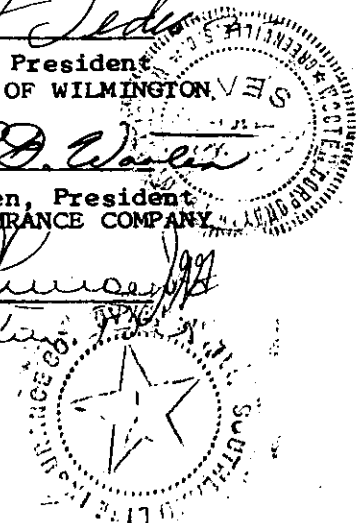
Howard Arthur
Louise Robb

CAROLINA AUTOMOTIVE SAFETY CO. d/b/a
MIDAS MUFFLER SHOP

BY: John H. Gedeon
Lessee
John H. Gedeon, President
WOOTEN CORPORATION OF WILMINGTON

BY: Richard D. Wooten
Lessor
Richard D. Wooten, President
SOUTHLAND LIFE INSURANCE COMPANY

BY: W. Neil Sherman
Lender



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