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5.02 Removal of Property. Except as otherwise provided in this Mortgage and Security Agreement no fixture, personal property or other part of the Land or Improvements shall be removed, demolished or altered, without the prior written consent of Mortgagee; provided, however, Mortgagor may sell or otherwise dispose of, free from lien of this Mortgage and Security Agreement, furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances, subject to the lien hereof, which may become worn out, undesirable or obsolete only if they are replaced immediately with similar items of at least equal value which shall, without further action, become subject to the lien of this Mortgage and Security Agreement, except as otherwise provided in this Mortgage and Security Agreement.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year above first written.

WITNESSES:

*Virginia B. McGuire*  
*James G. Johnson III*

INGLES MARKETS, INC.

BY: *Robert P. Ingle*  
Its: *President*

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE )

P R O B A T E

PERSONALLY APPEARED BEFORE ME Virginia B. McGuire, who, being duly sworn, deposes and says that s/he saw the within-named Ingles Markets, Inc. by Robert P. Ingle, its President, sign, seal and as its act and deed, deliver the within-written First Mortgage and Security Agreement, and that s/he with James G. Johnson, III witnessed the execution thereof.

SWORN TO BEFORE ME THIS 3rd )  
day of July, 1979 )  
*James G. Johnson III* (L.S.) )  
Notary Public for South Carolina )  
My Commission Expires: 8/12/80 )

*Virginia B. McGuire*

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