

106301

NOW, THEREFORE, in consideration of the agreement to lease said AMF Automatic Pinspotter machines by AMF Incorporated and/or to sell the aforesaid equipment under said time contract by AMF Incorporated, together with other good and valuable consideration, receipt of which is hereby acknowledged, said mortgagee/trustee consents to the installation and use of said machines and/or equipment and hereby agrees: that said mortgagee/trustee shall not have or acquire any right, title or interest in or to said machines and/or equipment by reason of attachment thereof to the premises, or otherwise, that the representatives, agents and employees of AMF Incorporated, its successors and assigns, may enter upon said premises and remove said machines and/or equipment in the event of breach, termination, suspension, or cancellation of any agreement under which said machines and/or equipment are installed and/or used and said mortgagee/trustee hereby expressly waives in favor of AMF Incorporated, its successors and assigns, any claim, interest, right or lien now in existence or hereafter acquired in, on or to the said machines and/or equipment, replacements thereof and addition thereto. Should the mortgagee/trustee refuse to allow the agents and employees of AMF Incorporated, its successors and assigns, to enter upon said premises and remove said machines and/or equipment then said refusal shall entitle AMF Incorporated to recover from the mortgagee/trustee the damages resulting from said refusal. Said damages shall consist of the diminishment in the value of the machines and/or equipment or the reasonable return for the machines and/or equipment, whichever is greater, plus any sums spent by AMF Incorporated in order to obtain possession of the machines and/or equipment, including reasonable attorneys fees and costs.

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This mortgage/trust modification, waiver and consent shall be binding upon the heirs, executors, administrators successors and assigns of the undersigned.

IN WITNESS WHEREOF, the parties have duly executed this instrument as of the day first above mentioned.

Witness Marsala C. Yarbrough Piedmont Federal Savings & Loan (L. S.)

Witness Nancy H. Bishop (L. S.)
(Witnesses required: Connecticut 2, Florida 2, Georgia 1, Louisiana 2, Michigan 2, Minnesota 2, New Hampshire 1, Ohio 2, South Carolina 2, Vermont 2, Wisconsin 2; other states none.)

Attest: By Willard G. Wade (L. S.)
(Secretary, if Mortgagee/Trustee is a corporation) (Title) Pres.

(CORPORATE SEAL) Willard G. Wade

TYPE OR PRINT NAMES BELOW ALL SIGNATURES

Willard G. Wade McLees, Inc. (L. S.)
Carol M. Walker (L. S.)

Attest: By Tommy D. McLees (L. S.)
(Secretary, if Mortgagee/Trustee is a corporation) (Title) TOMMY McLees, Pres.

ACKNOWLEDGMENT BY CORPORATION

STATE OF South Carolina COUNTY OF Spartanburg ss.
On this 15th day of May, 19 81 before me Nancy H. Bishop
a Notary Public in and for the State of South Carolina County of Spartanburg
personally appeared Willard G. Wade to me personally known to be the identical person
who signed the attached instrument and known to me to be the President of the corporation
which executed the same, who being by me duly sworn, did say that he is President of
Piedmont Federal Savings & Loan Association the within named mortgagee, that he knows the seal of said corporation, that the seal
affixed to said instrument is the seal of said corporation and that the said instrument was signed, sealed and delivered in behalf of said
corporation by authority of its Board of Directors, and said Willard G. Wade
acknowledged the execution of said instrument to be his free, true and lawful act and deed and the free, true and lawful act and deed of said corporation by him in his said capacity and by it voluntarily executed for the uses, purposes and consideration therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate above written.

CONTINUED ON NEXT PAGE

Nancy H. Bishop
Notary Public in and for South Carolina
My commission expires: 11/30/87

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