



CONSENT & WAIVER

1129 P. 270

BY OWNER, LANDLORD OR MORTGAGEE OF REAL ESTATE (Hereinafter referred to as "Undersigned")

1. For good and valuable consideration, receipt of which is here by acknowledged, Undersigned, Clarkson Brothers, Inc.

of P. O. Box 788 Cowpens Spartanburg South Carolina 29330

being owner, landlord or mortgagee of certain real estate known as #1 Draper Street Greenville Greenville South Carolina

and briefly described as follows:

2nd Floor of Building No. 2 Clarkson Brothers Warehouse No. 4, Greenville, S. C.

said premises now being occupied by Kent Colorspun Corporation hereinafter referred to as "Occupant", and said Occupant having leased or purchased or will lease or purchase from NCNB Leasing Corporation, One NCNB Plaza, Charlotte, North Carolina 28280, hereinafter referred to as "NCNB", the following equipment described or to be described in a certain Lease or Conditional Sales Contract, hereinafter referred to as "Instrument", (by reference to made a part hereof) dated June 26, 1980, between NCNB and Occupant, the Owner or Lessee of said equipment described as follows:

- 1 Gastonia Roller Flyer Rebreaker complete with cans.

does hereby agree that the said equipment may be affixed to the above-described real estate and that said equipment is to remain personal property notwithstanding the manner which it is affixed to the said real estate and that title thereof shall remain in NCNB, its legal representatives, successors, agents or assigns until such time as it is conveyed, by NCNB, to other parties.

- 2. This agreement shall also apply to any of the above described equipment which is already on the premises, or may hereafter be delivered or installed thereon, and are or may hereafter become subject to the aforementioned Instrument.
3. Undersigned waives each and every right which Undersigned now has or may hereafter have under the laws of the State of South Carolina or any other state or by the terms of any real estate lease of mortgage now in effect or hereinafter executed by Undersigned or said Occupant to levy or distraint upon for rent, in arrears, in advance or both, or to claim or assert title to the aforesaid equipment leased or sold by NCNB.
4. Undersigned recognizes and acknowledges that any claim or claims that NCNB has or may hereafter have against said equipment by virtue of any such Instrument is superior to any lien or claim of any nature which Undersigned now has or may hereafter have to such equipment by statute, agreement or otherwise.
5. It is further agreed that NCNB or its assigns or agents may remove said equipment from the above-described premises whenever NCNB feels it is necessary to do so to protect its interest and without liability or accountability to the Undersigned therefore.
6. NCNB may, without affecting the validity of this agreement, extend the times of payment of any indebtedness of Occupant, to NCNB or alter the performance of any of the terms and conditions of any such Instrument, without the consent of Undersigned and without giving notice thereof to Undersigned.
7. This agreement shall inure to the benefit of the successors and assigns of NCNB and shall be binding upon the heirs, personal representatives, successors and assigns of Undersigned.

IN WITNESS WHEREOF, the Undersigned has set his hand and seal, or caused its hand and seal to be affixed this 26th day of June, 1980

(Corporate Seal) Sina S. Felmet (Address) Harry C Spell witness #2

Clarkson Brothers, Inc. (Corporation, Partnership, or Proprietorship) By: Louie J. Jackson V.P. - CONTROLLER (Typed Name of Signature and Title)

NCNB 6610 (REV. 8-73)

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG Notary Public in and for the State of South Carolina My Commission Expires June 26, 1982

Harry C Spell and Louie J. Jackson Sina S. Felmet My Commission Expires June 26, 1982

BOYD S. TANKERSLEY Notary Public in and for the State of South Carolina My Commission Expires June 26, 1982

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