

1170-555

LANDLORD/MORTGAGEE WAIVER AND CONSENT

TO: Commercial Credit Equipment Corp.
3726 Latrobe Drive Charlotte N. C.
SPINX OIL COMPANY, INC.
6 White Horse Road Greenville S. C.
300 S. PLEASANTBURG DR. GREENVILLE, S.C.

FILED
JUL 2 1982

I, the undersigned, is the Owner or Mortgagee of Premises. Undersigned understands that Client has on Premises or will install on Premises equipment...
That each and every right which Undersigned now has, or may hereafter have, under any law, or by virtue of any agreement, now in effect or hereafter executed by Client, to levy or distraint upon Equipment for rent, in arrears, in advance or both, or to claim or assert title to Equipment is hereby waived.
That Equipment shall remain personal property notwithstanding the manner or mode of the attachment of Equipment to premises and shall not become fixtures.
In the event of default by Client in the performance of any of the terms and conditions of any agreement with you, you or your assigns may remove Equipment, or any part thereof, from Premises, in accordance with the terms and conditions of such agreement regardless of how the Equipment may be attached to, incorporated in or made a part of the Premises. Undersigned will make no claim whatsoever to Equipment. In the event Client defaults under the terms or provisions of any agreement with you or Undersigned, Undersigned will provide you with at least three (3) months prior written notice before removing or causing the removal of the Equipment from the Premises.
You or your assigns may, without affecting the validity of this Agreement, extend the times of payment of any indebtedness of Client to you or assigns or the performance of any of the terms and conditions of any agreement, without the consent of Undersigned and without giving notice thereof to Undersigned.
If undersigned is a Mortgagee, Undersigned represents that the mortgage on Premises is dated

is recorded in the office of
in County of
State of
page No.
Signed and sealed this 16th day of February 1982
Corporate Seal
Witness or Attest
William D. Thompson
Linda Brown

ACKNOWLEDGE HERE IF THE LANDLORD OR MORTGAGEE WHO SIGNED ABOVE IS AN INDIVIDUAL OR A PARTNERSHIP
STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE
On this 2nd day of FEBRUARY 1982 before me personally appeared L. STEWART SANKS 9 GARDEN TRAIL GREENVILLE, S.C.
to me, the undersigned, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, personally known to be (the Individual) or partner in the partnership described in and who, which executed and delivered the above Waiver and Consent and being by me duly sworn and being informed of the contents of said Waiver and Consent stated and acknowledged that he signed, executed, sealed and delivered same as his free and voluntary act and deed, the free and voluntary act of said partnership, for the uses, purposes and considerations therein mentioned and set forth.
In testimony whereof I have hereunto set my hand and official seal the day and year next above written.
My commission expires 12/6/89
Notarial Seal

ACKNOWLEDGE HERE IF THE LANDLORD OR MORTGAGEE WHO SIGNED ABOVE IS A CORPORATION
STATE OF
COUNTY OF
On this
before me personally appeared
to me, the undersigned, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, personally well known to be and who stated that he is an officer of the Corporation named in and which executed the above Waiver, and that he knows the corporate seal of the said Corporation, and who being by me duly sworn, stated on oath and acknowledged that the seal affixed to said instrument is the corporate seal of the said Corporation, that he was duly authorized to execute said instrument for, in the name of and on behalf of said Corporation, and that the same was signed, sealed, executed and delivered by him in the name of and on behalf of the said Corporation by authority of its Board of Directors and he duly acknowledged and stated the execution of said instrument to be his voluntary and free act and deed in his said capacity and the voluntary and free act and deed of said Corporation by it, and by him voluntarily executed for the uses, purposes and consideration therein mentioned and set forth.
In testimony whereof I have hereunto set my hand and official seal the day and year next above written.
My commission expires
Notarial Seal

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