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Cooper and W. M. Chamblee, Sr., shall have no further rights or privileges relative thereto and Guardian Fidelity Corporation shall thereafter have the exclusive right and privilege to institute such legal proceedings or to take such other action as it in its sole discretion shall deem advisable.

4. That Guardian Fidelity Corporation shall neither agree nor consent to any extension, renewal or modification of the terms and provisions of the aforesaid note and mortgage of Whippoorwill Development Company, Inc., and shall not advance any further sums on account thereof without the prior written consent of H. B. Cooper and W. M. Chamblee, Sr.

5. That the within agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seal this                      day of December, 1973.

In the presence of:

GUARDIAN FIDELITY CORPORATION

Pamela L. Malvey

BY: A. Howard Russell its Vice President

James A. Bainger

Jimmy Mullinax

H. B. Cooper  
H. B. COOPER

Harold M. Russell

W. M. Chamblee, Sr.  
W. M. CHAMBLEE, SR.

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