

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

73 SUBSTITUTION OF LIABILITY AGREEMENT
AND MODIFICATION OF NOTE
AND DEED OF TRUST

This Agreement and Modification entered into this
2nd day of January, 1980, by and between
K & P PROPERTIES, an Indiana general partnership, hereinafter
referred to as "Borrowers"; The Fidelity Company, a North
Carolina corporation, as Trustee, hereinafter referred to as
"Trustee"; and Piedmont Federal Savings and Loan Association
of Winston-Salem, North Carolina, hereinafter referred to as
"Piedmont";

W I T N E S S E T H:

WHEREAS, Fort Wayne Leasing Co., Inc., hereinafter
referred to as "Owners," executed and delivered to Piedmont
a certain Note dated March 31, 1978, in the original principal
sum of One Hundred Sixty-Four Thousand and No/100 Dollars
(\$164,000.00) and a Deed of Trust of even date therewith to
secure to Piedmont the repayment of the indebtedness evidenced
by said Note, which Deed of Trust appears of record in the
Office of the Register of Deeds, Forsyth County, North
Carolina, in Book 1232, page 1445; and

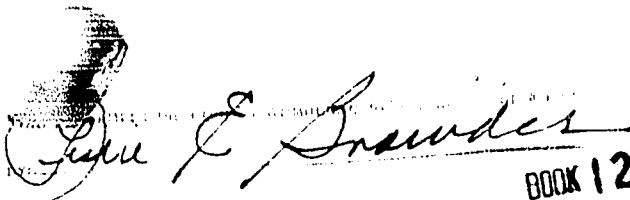
WHEREAS, Borrowers desire to purchase the real
estate with improvements described in said Deed of Trust and
to assume the loan evidenced by the Note and Deed of Trust
identified hereinabove, and

WHEREAS, as a condition precedent to the transfer
of the ownership to said real estate subject to the outstanding
loan identified hereinabove, Piedmont has invoked the provi-
sions of Paragraph 17, which paragraph appears in said Deed
of Trust.

NOW, THEREFORE, in consideration of mutual promises
and benefits made and received by each of the parties hereto,
the parties hereto, for themselves, their heirs, successors
and assigns, do hereby agree and covenant as follows:

1. Borrowers do hereby expressly bind themselves
unto Piedmont in accordance with the terms of the Note and
Deed of Trust hereinabove identified, the same as if they
originally had executed both the Note and the Deed of Trust;
and further, do hereby promise to repay the remaining principal
balance outstanding under the terms of said Note, including
all interest which may have presently accrued or which will
accrue thereon in the future, in strict accordance with the
terms of said Note; and further, acknowledge that each of
them are hereby jointly and severally liable and obligated
on the Note and that the obligation will be binding upon
them and their successors and assigns; and further, do
hereby covenant and agree to perform and be bound by all
covenants and agreements contained in the Deed of Trust in
accordance with their respective terms.

2. In consideration of the promises and covenants
made by the Borrowers under the terms of Paragraphs 1, 3, 4
and 6, Piedmont does hereby forever release and discharge
the Owners and their successors and assigns from all personal
liability and obligations under the terms of the Note and
Deed of Trust.


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3. The Borrowers and Piedmont do hereby mutually agree that the terms of the Note are hereby amended and modified as follows:

The consecutive monthly installments of One Thousand Five Hundred Eighty-Two and 65/100 Dollars (\$1,582.65) is hereby amended to read "consecutive monthly installments of Two Thousand One Hundred Four and 78/100 Dollars (\$2,104.78)," which new installments will begin on the 10th day of January, 1980, and continue thereafter in accordance with the existing terms of the Note, except that any remaining balance of the indebtedness, if not sooner paid, shall become due and payable on December 10, 1989.

4. The Borrowers, Piedmont Federal and Trustee do hereby mutually agree that the Deed of Trust hereinabove identified is hereby amended and modified as follows:

In the next to the last paragraph appearing on page 1 of the Deed of Trust, wherein the date "March 10, 1998" appears, said date is hereby deleted and the date of "March 10, 1989" is inserted.

5. The Trustee joins in the execution of this Agreement and Modification for the sole purposes of acknowledging the terms hereof and of expressing its consent hereto.

6. All parties hereto do hereby agree that the Note and Deed of Trust, except as herein amended and modified, shall remain in full force and effect.

IN WITNESS WHEREOF, all parties hereto have caused this Agreement and Modification to be executed and sealed.

K & P PROPERTIES

By: [Signature] (SEAL)
General Partner

By: [Signature] (SEAL)
General Partner

Attest:

[Signature]
Secretary

[CORPORATE SEAL]

THE FIDELITY COMPANY, TRUSTEE

By: [Signature]
President

Attest:

[Signature]
Secretary

[CORPORATE SEAL]

PIEDMONT FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: [Signature]
Vice-President

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STATE OF INDIANA, Allen COUNTY

I, Alice Joan Davis, a Notary Public for Allen County, State of Indiana, certify that James K. Porter and Thomas H. Kelley, trading as General Partners of K & P PROPERTIES, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of said partnership.

Witness my hand and official seal or stamp this 25th day of January, 1980.

My Commission expires: 7/26/82

Alice Joan Davis
Notary Public

STATE OF NORTH CAROLINA, County of Forsyth

I, Mary A. Dula, Notary Public, certify that Billie F. Wooten personally came before me this day and acknowledged that she is Secretary of THE FIDELITY COMPANY, TRUSTEE, a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

MARY A. DULA, Notary Public, seal, this 4th day of February, 1980.
Forsyth County, North Carolina
My commission expires: July 24, 1983

Mary A. Dula
Notary Public

STATE OF NORTH CAROLINA, County of Forsyth

I, Joan C. Coltrane, Notary Public, certify that Nell H. Jackson personally came before me this day and acknowledged that she is Secretary of PIEDMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as Secretary.

JOAN C. COLTRANE, Notary Public, seal, this 1st day of February, 1980.
My commission expires: July 9, 1981

Joan C. Coltrane
Notary Public

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Alice Joan Davis N.P. Indiana (Allen Co.) (here give name and official title of the officer signing the certificate, passed upon)
+ Mary A. Dula + Joan C. Coltrane Notaries Public Forsyth Co., N.C.

(are) certified to be correct. This the 4 day of Feb, 1980.

Probate fee \$1.00 paid.

PRESENTED
REGISTRAR
AND REC'D

Eunice Ayers, Register of Deeds

By Nancy Hawkins Deputy Assistant

FEB 4 3 58 PM '80

EUNICE
REGISTER
OF DEEDS
FORSYTH COUNTY, N.C.

AMS \$15.00 pd

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