



Mail → John L. Callaghan Commercial Credit Equipment Corp  
303 LANDLORD/MORTGAGEE WAIVER AND CONSENT 300 St. Paul Place  
Baltimore Md 21202

TO: Commercial Credit Equipment Corp.  
(Name of Seller/Lender/Lessor)  
300 St. Paul Place, Baltimore, Maryland 21202  
(Number, Street) (City) (State)  
U-FILL'ER-UP, Inc.  
(Name of Purchaser/Borrower/Lessee) ("Client")  
1327 Beaman Pl., Greensboro, North Carolina 27408  
(Number, Street) (City) (State)  
3741 North Patterson, Winston Salem, North Carolina  
(Address of Premises where Equipment to be Installed) (Attach Legal Description if Undersigned is Owner)

Undersigned is the Owner or Mortgagee of Premises. Undersigned understands that Client has on Premises or will install on Premises equipment ("Equipment") either owned by you or in which you have or will have a security interest or lien. For valuable consideration, the receipt of which is acknowledged, Undersigned consents and agrees as follows:

1. That Undersigned recognizes and acknowledges that any claim or claims that you or your assigns have or may hereafter have against such Equipment 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.
2. 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.
3. That Equipment shall remain personal property notwithstanding the manner or mode of the attachment of Equipment to premises and shall not become fixtures.
4. 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.
5. 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.

6. 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 \_\_\_\_\_ on \_\_\_\_\_ 19 \_\_\_\_\_  
in Book No. \_\_\_\_\_ page No. \_\_\_\_\_ as document No. \_\_\_\_\_

7. This Agreement shall inure to the benefit of the successors and assigns of you and shall be binding upon the heirs, personal representatives, successors and assigns of Undersigned and shall inure to the benefit of anyone succeeding to your interest in Equipment or your security interest therein.

8. Signed and sealed this 31st day of October 1985

\_\_\_\_\_  
(Signature of Individual)  
U-FILL'ER-UP, INC. (Seal)  
(Name of Partnership or Corporate Name)  
By \_\_\_\_\_ (Seal)  
(Signature of Owner, Officer or Firm Member)

\*Strike inapplicable language.

ACKNOWLEDGE HERE IF THE LANDLORD OR MORTGAGEE WHO SIGNED ABOVE IS AN INDIVIDUAL OR A PARTNERSHIP  
STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ) SS:  
On this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, before me personally appeared

(Name and residence address of the person who signed the above Waiver and Consent)  
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)\* (a partner in the partnership)\* described in and who/which executed and delivered the above Waiver and Consent and he, 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: \_\_\_\_\_  
(Notarial Seal) (Notary Public)

ACKNOWLEDGE HERE IF THE LANDLORD OR MORTGAGEE WHO SIGNED ABOVE IS A CORPORATION  
STATE OF NORTH CAROLINA COUNTY OF GUILFORD ) SS:  
On this 31st day of October 1985, before me personally appeared

E. T. Gillespie  
(Name and residence address of the officer of the Corporation which signed the above Waiver and Consent)  
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 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: 8/7/88  
(Notarial Seal) (Notary Public)

CCIC-1250  
GUILFORD COUNTY, NC

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12/76

BOOK 1522 P 1086

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of J. Douglas Thomas N.P.  
(here give name and official title of the officer signing the certificate passed upon)  
Guilford Co. N.C.

is ~~are~~ certified to be correct. This the 6 **PRESENTED FOR**  
**REGISTRATION** Jan 19 86  
**AND RECORDED**

**JAN 6 4 21 PM '86**

E. Speas, Register of Deeds

By

Crystal Clinard

Deputy ~~Assistant~~

Probate and Filing Fee \$ 8.00

**L.E. SPEAS**  
**REGISTER OF DEEDS**  
**FORSYTH CO. N.C.**

JB.

**BOOK 1522 P 1087**

EXHIBIT "A"

BEGINNING at an iron stake at the Northwest intersection of Autoserve Street and an unnamed 30.0 foot street, said iron stake being the Southeast corner of Lot no. 18 as shown on map of Tallywood Dev. Block No. G, as recorded in plat book 4, at page 160 (2) thence with the North right-of-way line of said Autoserve Street North 85 deg. 08 Min. West 235.33 feet to an iron stake in the east right-of-way line of Patterson Avenue; thence with the east right-of-way line of said Patterson Avenue, North 05 deg. 12 min. East 154.77 feet to an iron stake in said right-of-way line; thence with the old North lines of a part of Lot no. 27 and all of lots 26, 25, 24, 23, 22, 21, 20, 19 and 18 of the above-mentioned map, South 84 deg. 41 min. East 234.75 feet to an iron stake, the Northeast corner of said Lot no. 18 in the West right-of-way line of said 30.0 unnamed street; thence with the West line of said 30.0 street South 04 deg. 59 min. West 152.71 feet to an iron stake the place of BEGINNING.

The above described tract of land being all of Lots 18 through 26, inclusive, and part of Lot no. 27 as shown on the above-mentioned map.

Exhibit D

1522P1088