

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

SECOND AMENDMENT TO AGREEMENT

GREENVILLE CO. S. C.

1974 12 23 PM 7

RECORDED

THIS SECOND AMENDMENT made to that certain Agreement entered into on July 1, 1973, as amended by a First Amendment, dated July 15, 1974, by and between HOLLY TREE PLANTATION, A Limited Parthership, herein called "Holly Tree", and FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION, of Greenville, South Carolina, herein called "Fidelity Federal", and THE CITIZENS & SOUTHERN NATIONAL BANK OF SOUTH CAROLINA AS TRUSTEE FOR JAMES G. BANNON, UNDER WRITTEN AGREEMENT DATED MAY 19, 1971, herein called "C & S", and JAMES P. McNAMARA and CATHERINE F. McNAMARA, herein collectively called "McNamaras".

W I T N E S S E T H :

WHEREAS, Fidelity Federal is the owner and holder of a note given by Cunningham and Summers, Associates, to Holly Tree, dated July 7, 1973, in the sum of \$344,650.00, which is secured by an amended mortgage recorded in the RMC Office for Greenville County, S. C., on July 16, 1974, in Mortgage Book 1316, page 535; and,

WHEREAS, C & S and the McNamara are the owners of second mortgage liens covering the same properties in the respective sums of \$408,100.00 and \$333,900.00, appearing of record in the RMC Office for Greenville County, S. C., respectively in Mortgage Book 1265, page 618, and in Mortgage Book 1265, page 621, to which the original Agreement and First Amendment provided for the distribution of the proceeds of said \$344,650.00 note and mortgage; and,

WHEREAS, Fidelity Federal has or is about to make an additional loan to Holly Tree in the sum of \$160,000.00, secured by a note and mortgage recorded in the RMC Office for Greenville County, S. C., in Mortgage Book _____, page _____, in connection with which additional release amounts out of the Cunningham and Summers note and mortgage are required to be paid to Fidelity Federal.

NOW, THEREFORE, for and in consideration of the giving of said additional loan in the sum of \$160,000.00 by Fidelity Federal to Holly Tree, and for other good and valuable considerations, receipt and sufficiency whereof are hereby fully acknowledged, the undersigned parties do hereby covenant and agree as follows:

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