

commitment for a construction and permanent mortgage loan in the principal amount of Two Hundred Five Thousand (\$205,000.00) Dollars; said loan commitment being subject to certain terms and conditions as fully set forth and described in letter from Charles T. Carlberg, Senior Vice President of Fidelity Federal Savings & Loan Association dated August 23, 1979 and in certain Loan Closing Instructions from Fidelity Federal Savings & Loan Association, as have been amended in writing, all of which each of the parties hereto acknowledge as being fully apprised of and fully agreeable thereto. The proceeds of said mortgage loan are to be used in the construction of improvements to be located upon the property being demised to the Lessee, with the loan to be secured by a first mortgage covering the demised premises and all improvements thereon, and

WHEREAS, Owner-Lessor has executed or shall hereafter, within a reasonable period of time, execute in favor of Fidelity Federal Savings & Loan Association, Greenville, South Carolina, a promissory note in the principal amount of Two Hundred Five Thousand (\$205,000.00) Dollars, a copy of which is attached hereto as Exhibit A, and a real estate mortgage given as security therefor, a copy of which is attached hereto as Exhibit B, and

WHEREAS, the parties hereto have satisfied themselves as to the conditions and contingencies as set forth in the aforementioned mortgage loan commitment, the aforementioned Development Contract and the aforementioned Real Property Lease and do now desire to proceed with the endeavors, obligations and agreements as entered into by and between them and as reflected in the aforementioned documents and any and all addendums or modifications thereto of which each may be a party,

② D.O.T.
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