

Company the undersigned hereby agree that the real estate mortgage of Sherwood, Inc. and Wellington Hall, Ltd., dated June 5, 1968, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1094 at page 473, is hereby amended to include the following:

That when requested by the Noteholder, mortgagor will pay with and in addition to the monthly payments of principal and interest payable under the terms of the note, on the same day as the principal and interest installments are due and payable, a sum equal to 1/12 of the estimated ground rents, taxes, hazard insurance premium, and special assessments, if any, next due on the mortgaged premises. If the amount so paid is not sufficient to pay such ground rents, taxes, hazard insurance premium, and assessments when due, then mortgagor will deposit immediately with the Noteholder an amount sufficient to pay such ground rents, taxes, hazard insurance premium and assessments. If there is a default under any of the provisions of this mortgage resulting in a sale of the mortgaged premises or foreclosure, or if the Noteholder acquires the mortgaged premises otherwise after default, the Noteholder shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining of the funds accumulated under this provision as a credit against the amount then remaining unpaid under the note. No interest shall accrue or be allowed on any payments made under the provisions of this paragraph.

All other terms and conditions of the said mortgage of real estate and the mortgage note which it secures shall continue in full force except as expressly modified by this agreement.

This agreement shall bind the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Wellington Hall, Ltd., Vanmar, Inc., and Sherwood, Inc. have caused their corporate seals to be hereunto