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FIRST SUPPLEMENTAL INDENTURE OF MORTGAGE  
AND DEED OF TRUST TO SECURE DEBT

FIRST SUPPLEMENTAL INDENTURE OF MORTGAGE and DEED OF TRUST TO SECURE DEBT (the "First Supplement") dated as of March 15, 1971, between SECOND LULWORTH PROPERTIES, INC., (the "Company"), a Delaware corporation having an office at 100 West Tenth Street, Wilmington, Delaware and NATIONAL SHAWMUT BANK OF BOSTON, a national banking association, 100 Water Street, Boston, Massachusetts (the "Trustee") and L.H. BAKER of Boston, Massachusetts (the "Individual Trustee") as Trustees (collectively the "Trustees").

WHEREAS, the Company heretofore executed, and delivered an Indenture of Mortgage and Deed of Trust to Secure Debt, dated as of June 15, 1970, (the "Original Indenture") to the Trustees to secure its 10-1/4% Mortgage Notes due April 1, 1971 Notes in the aggregate principal amount of \$1,900,000 all of which are presently outstanding which Original Indenture covered real property and was recorded as described in Schedule A attached hereto and made a part hereof; and

WHEREAS, the Company desires to issue a new series of Notes under the Original Indenture as supplemented hereto in the aggregate principal amount of \$1,850,503.02 (hereafter called "Series II Notes") to pay for the Notes, such Series II Notes being substantially in the form attached hereto as Exhibit I; and

WHEREAS, the Company in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate action of its stockholders and Board of Directors, has duly authorized the execution and delivery to the Trustees of this First Supplement in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this First Supplement in the form and upon the terms hereof, a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been done, performed and fulfilled and the execution and delivery hereof, in the form and upon the terms hereof, have been in all respects duly authorized; and

NOW THEREFORE, in consideration of the premises and of the acceptance by the Trustees of the Trusts created by the Original Indenture and hereby created, and of the purchase and acceptance of the Notes by the payees and holders thereof, the parties hereto agree as follows: