

SEP 30 12 22 PM '71

OLLIE FARNSWORTH
R. M. C.

BOOK 1208 PAGE 279

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MODIFICATION OF MORTGAGES

WHEREAS, McALISTER DEVELOPMENT COMPANY, a Limited Partnership created and existing under the Uniform Limited Partnership Act of South Carolina, with The McAlister Corp., a South Carolina corporation, as its sole General Partner, as mortgagor, did make and give unto North Carolina National Bank, Charlotte, North Carolina and The Peoples National Bank, Greenville, South Carolina, as mortgagee, a real estate mortgage covering a 45.38 acre tract of land located in the County and State aforesaid, dated May 18, 1967, in the face amount of \$4,150,000.00 and recorded in the RMC Office for Greenville County in Mortgage Book 1058, at pages 1 - 6, and amended by instrument dated June 13, 1968 as recorded in said RMC Office in Mortgage Book 1095, at page 127, which mortgage and amendment thereto were transferred and assigned by the mortgagee over to JEFFERSON STANDARD LIFE INSURANCE COMPANY of Greensboro, North Carolina, by instrument dated October 30, 1968 and recorded in said RMC Office in Mortgage Book 1107, at page 586, the three recorded instruments mentioned above being incorporated herewith by reference and made a part hereof; and

WHEREAS, the mortgagor has this day made and given to the said JEFFERSON STANDARD LIFE INSURANCE COMPANY, as mortgagee, a real estate mortgage covering the same 45.38 acre tract plus a tract of land contiguous thereto containing 11.13 acres, said mortgage being dated September 30, 1971, in the face amount of \$1,300,000.00 and recorded in said RMC Office in Mortgage Book 1208, at pages 271-278, said mortgage by reference being incorporated herewith and made a part hereof.

NOW, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the making of the mortgage loan of even date herewith and in further consideration of the sum of Three (\$3.00) Dollars to the said mortgagor in hand well and truly paid by the said mortgagee, JEFFERSON STANDARD LIFE INSURANCE COMPANY, it is covenanted, agreed and understood that a default under the terms and conditions of either of the two mortgages referred to above, or the respective notes secured thereby, shall be

for subordination agreement see Book 938 Page 422