

and liabilities to LVV, a Partnership, who has heretofore, in writing, assumed repayment of said mortgage indebtednesses and performance of the covenants therein respectively contained on the part of the mortgagor to be performed); and

2. Real estate mortgage executed by LVV, a Partnership, in favor of The Equitable Life Assurance Society of the United States and The Equitable Life Mortgage and Realty Investors, dated March 10, 1972, in the original principal sum of \$1,450,000.00 and recorded in the R.M.C. Office for Greenville County, South Carolina, in REM Book 1225 at page 153 on March 10, 1972 .

WHEREAS, the mortgagee, the holder of said promissory notes and real estate mortgages, and the mortgagor, the owner in fee simple of the properties hereinafter described, have heretofore mutually agreed to consolidate, coordinate and spread the liens of said real estate mortgages and to modify the terms thereof and the terms of the promissory notes secured thereby as hereinafter provided.

NOW, THEREFORE, in the pursuance of the aforesaid agreement and in the further consideration of Three and No/100 (\$3.00) Dollars and other valuable consideration, each to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

That the liens of the real estate mortgages referred to hereinabove are hereby consolidated, coordinated and spread so that together they shall hereafter constitute in law but one real estate mortgage, a single lien, securing the principal sum of \$2,975,000.00 and the repayment thereof with interest thereon as provided respectively under the terms and provisions of the promissory notes secured thereby, upon the properties described in Schedule A, annexed hereto and made a part hereof.

(CONTINUED ON NEXT PAGE)