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THIS AMENDMENT OF NOTE AND MORTGAGE made this 22 day of MAY, 1974, as of April 30, 1974, by and between FIRST NEWCO, INC., an Illinois corporation, whose address is 208 South LaSalle Street, Chicago, Illinois, (hereinafter called "Mortgagor"), and JACK R. COURSHON as Nominee of the Trustees of FIRST MORTGAGE INVESTORS, a Massachusetts Business Trust, with power to satisfy, discharge, release, foreclose, assign, and/or transfer the within Amendment of Note and Mortgage and to execute deeds of conveyance and deed restrictions and to designate a substitute nominee in his stead, c/o First Mortgage Advisory Co., 801 41st Street, Miami Beach, Florida 33140 (hereinafter referred to as "FMI");

PRELIMINARY STATEMENT

Trans East Development Corp.

executed and delivered to FMI or Median Mortgage Investors, a Massachusetts Business Trust (MMI) (FMI having succeeded to the interest of MMI), its certain Note dated November 3, 1971, in the sum of \$ 1,163,000.00, secured by a Mortgage of even date therewith encumbering Property situated in the State of South Carolina, County of Greenville, as described in Exhibit "A", attached hereto and made a part hereof, which Mortgage was recorded on November 4, 1971, in the R.M.C. Office ~~Office of the Recorder~~, Greenville County, State of South Carolina, in R.E.M. ~~Official Records~~ Book 1212 at Page 320, and as instrument No. _____.

The Property described in Exhibit "A" has been transferred to Mortgagor by deed, subject to the Mortgage.

FMI is the owner and holder of the Mortgages set forth on Exhibit "A" and Exhibit "B" attached hereto.

THE AGREEMENT

It is agreed:

1. When used in this Agreement the following terms shall mean:

1.1. "Master Loan Agreement" means the Agreement between FMI and Walter J. Kassuba, Debtor in Possession, and ~~XXXXXX~~

Some pages not legible

I hereby certify this to be a true copy, but request it be recorded.

Signed E. J. [Signature]

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