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GREENVILLE CO. S.

NOTE AND MORTGAGE MODIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Distribution Services, Inc., a South Carolina corporation (hereinafter referred to as "DSI") executed and delivered that certain Promissory Note (hereinafter called the "Note") dated December 28, 1973 in the principal amount of ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00) payable to the order of E. Grant Fitts, Albert J. Toole, III, C. Graham McGehee, William B. Mills, Robert E. Palmer, A. Anderson Huber, Dennis G. Lyons, John H. Pace, Jr., and James R. Stockton, Jr., not individually, but as trustees of GULF MORTGAGE AND REALTY INVESTMENTS (hereinafter called "GMRI") a Massachusetts business trust under declaration of trust dated March 20, 1970, as amended and restated, and their respective successor trustees under said declaration of trust; and

WHEREAS, DSI executed and delivered to GMRI that certain Mortgage (hereinafter called the "Mortgage") dated December 28, 1973 securing said Note and encumbering certain lands (hereinafter called the "Premises") being and lying in the county of Greenville, state of South Carolina, as more particularly described in said Mortgage, which Mortgage containing a copy of said Note was recorded in the R.M.C. Office of Greenville County, South Carolina December 28, 1973 in Mortgage Book 1298, pages 539, et sequi.; and

WHEREAS, William A. Austin, Jr., Mary Clark Austin, J. D. Parr, Jr., Marjorie James Parr, J. Alton Parr and Karan Seagel Parr (hereinafter referred to collectively as the "Guarantors") executed and delivered that certain Guaranty Agreement (hereinafter called the "Guaranty") dated December 28, 1973 guarantying certain payments and performances of DSI under the said Note and Mortgage, all as set out more specifically therein; and

WHEREAS, GMRI is the present owner and holder of said Note, Mortgage and Guaranty; and

WHEREAS, GMRI and DSI (hereinafter referred to collectively as the "Parties") desire to alter and modify the terms and conditions of said Note and Mortgage as hereinafter more specifically set forth.