

conditions hereinabove set forth shall no longer be operative and binding upon the Borrower and the Mortgagee, and the Mortgagee shall, at the request of the Borrower and further conditioned upon the nonexistence of any default in the terms and conditions of the Note, mortgage or security agreement at that time, enter into a modification agreement reamortizing the then remaining principal balance due on the Note over a term of the remaining number of months left thereon on the original twenty year term of said Note in order that the monthly payments due thereon shall be in a reduced amount.

10. The terms and conditions contained in this Loan Agreement shall inure to the benefit of and become binding upon the undersigned parties, their successors and assigns. The Borrowers shall not assign this Agreement or convey or encumber the property described in the Mortgage and security agreement without the previous written consent of the Mortgagee. The Borrowers covenant not to do any act or thing prohibited by the terms of this Agreement, and it is agreed that if any act is so done, then the Note, at the option of the Mortgagee, shall become immediately due and payable, but the Mortgagee may make any advance or parts of advances after the happening of such event without thereby becoming liable to make any other or future advances. This Agreement may not be changed or terminated except in writing, signed by the parties.

IN WITNESS WHEREOF, the Borrower and Mortgagee have executed this Loan Agreement this 12th day of August, 1976.

In the Presence of:

Allen D. Padon

J. M. Killeen

Allen D. Padon

J. M. Killeen

HOLLY TREE COUNTRY CLUB, INC.

BY: Adam Fisher, Jr.
Adam Fisher, Jr., President

BY: Wanda McDermott
Wanda McDermott, Secretary

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION

BY: Hayward M. Thompson Jr.
Its A.P.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned who, on oath, states that (s)he saw the within named Holly Tree Country Club, Inc. and Fidelity Federal Savings & Loan Association, by their duly authorized officers, sign, seal and as their act and deed deliver the within written Loan Agreement and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 12th day of August, 1976.

Allen D. Padon (LS)
Notary Public for South Carolina
My Commission Expires: 11-21-84

J. M. Killeen

RECORDED AUG 27 '76

At 3:25 P.M.

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