

agreement called the "Mortgage") between the Lender and Borrower dated May 8, 1974 and recorded in the RMC office for Greenville County, South Carolina in Mortgage Book 1309, page 713; and

3. WHEREAS, contemporaneously herewith the Borrower has paid to the Lender the sum of \$100,000.00 thereby reducing the principal balance of the Loan to \$1,550,000.00 ("Principal Balance"); and

4. WHEREAS, contemporaneously herewith the Borrower has paid to the Lender all interest which shall have accrued on the Loan, and which has previously not been paid, to and including January 1, 1977; and

5. WHEREAS, contemporaneously herewith the Borrower shall have paid and brought current all taxes with respect to the premises, as defined in the Mortgage; and

6. WHEREAS, the Borrower has requested that the Loan Agreement, Note, Mortgage and related Loan documents be modified in certain respects, including a request that with respect to a portion of the Loan the recourse of the Lender be limited to the security under the Mortgage and other security previously pledged to Lender.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the sum of \$3.00 paid to the Lender by the Borrower at and before the sealing and delivery of these presents and for other good and valuable consideration, the receipt of which is