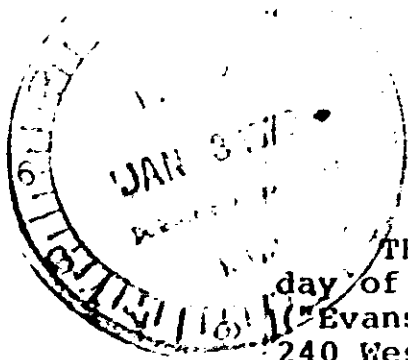


AMENDMENT TO MORTGAGE



THIS AMENDMENT TO MORTGAGE made and executed this day of ~~November~~ ^{January}, 1977, by and between E. B. EVANS, INC. ("Evans"), a Pennsylvania corporation with its offices at 240 West Lippincott Street, Philadelphia, Pennsylvania, and PNB COMMERCIAL FINANCE CORPORATION ("CFC") and THE PHILADELPHIA NATIONAL BANK ("PNB") (jointly and severally called "Mortgagee") with their offices at 1900 Philadelphia National Bank Building, Philadelphia, Pennsylvania.

WHEREAS, on April 4, 1975, Evans executed and delivered to PNB a certain Mortgage on real estate situate at Gantt Township, Greenville County, South Carolina ("Premises"), which Mortgage was recorded on June 16, 1975 in the Office of the R.M.C. for Greenville County in Real Estate Mortgage Book 1341, page 787, et seq. (hereinafter referred to as the "Mortgage"); and

WHEREAS, the foregoing Mortgage was assigned by PNB to CFC by an Assignment of Mortgage dated January 13, 1977, which Assignment was recorded on February 28, 1977 with the R.M.C. for Greenville County in Real Estate Mortgage Book No. 1390, page 412, et seq.; and

WHEREAS, the parties desire to restate and reset the remaining liabilities of Evans under the Mortgage and to contain other modifications in their relationship.

NOW, THEREFORE, with the foregoing background hereinafter deemed incorporated by reference and made part hereof, the parties promise and agree as follows:

1. The foregoing Mortgage is hereby amended to include PNB as Mortgagee, together with CFC, so that the term "Mortgagee" shall hereinafter refer to both PNB and CFC jointly and severally.
2. The remaining unpaid principal indebtedness of Evans secured by the Mortgage is \$475,000.00. Contemporaneously with the execution hereof, Mortgagee is making an additional advance to Evans in the sum of \$25,000.00 so that the aggregate outstanding principal indebtedness of Evans to Mortgagee shall be \$500,000.00.
3. The parties have agreed that the payment terms of Evans' existing unpaid obligation in the sum of \$475,000.00 shall be extended and reset and, together with the new advance of \$25,000.00, shall be paid to Mortgagee in monthly installments over a five (5) year term. The foregoing obligation shall be paid by Evans to Mortgagee in accordance with the provisions of a certain Note in the principal sum of \$500,000.00 executed and delivered by Evans to Mortgagee contemporaneously herewith, the terms and provisions of which Note are incorporated herein by reference and made part hereof.

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