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GREENVILLE COUNTY S.C.

Project No. 054-35311-PM
Roper Mountain Apartments
Greenville, South Carolina

MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into on the 14th day of August, 1979 by and between ROPER MOUNTAIN APARTMENTS, a South Carolina limited partnership, having its principal place of business in Thomasville, North Carolina, hereinafter referred to as Mortgagor, and CINCINNATI MORTGAGE CORPORATION (formerly known as Trans-American Mortgage Corporation), an Ohio corporation, with its office now at 120 East Fourth Street, Cincinnati, Ohio, hereinafter referred to as Mortgagee, which designations shall include the respective successors and assigns and successors in interest of the parties hereto,

W I T N E S S E T H :

WHEREAS, Mortgagor has executed and delivered to Mortgagee its certain Mortgage Note dated November 23, 1976 in the original principal amount of \$3,015,700, secured by a Mortgage of even date therewith and recorded on November 23, 1976 in Book 1383, Page 628, R.M.C., Greenville County, South Carolina land records, and further secured by a Security Agreement dated April 24, 1979 evidenced by Financing Statement No. 03419 filed on April 26, 1979 in the records of Greenville County, South Carolina (said Mortgage and Security Agreement hereinafter referred to as "Mortgage"), covering certain real and personal property situated in the State of South Carolina, County of Greenville, as described in said Mortgage, to which Mortgage and the record thereof reference is hereby made for a description of the real and personal property therein described and the terms of payment of interest and principal as presently recited in said Mortgage Note and Mortgage, and covered by this instrument, as fully, and to the same extent as though herein set out at length; and

WHEREAS, the Mortgagee is now the owner and holder of said Note and Mortgage; and

WHEREAS, the Mortgagor and Mortgagee mutually desire to amend the terms of said Note and Mortgage,

NOW THEREFORE:

In consideration of one dollar (\$1.00) in hand paid to the Mortgagee, receipt of which is hereby acknowledged and other good and valuable consideration, the parties herein agree to amend the terms of said Mortgage Note and Mortgage as follows:

1. The amount of the Mortgage Note and Mortgage are hereby decreased \$2,000.00 from \$3,015,700.00 to \$3,013,700.00.

2. That the first, second and third sentences of the second paragraph of said Mortgage Note are amended to read as follows:

The principal and interest under this note shall be payable in the following manner: Interest alone payable monthly on the 1st day of December, 1976, and on the 1st day of each month thereafter to and including the 1st day of April, 1979, then commencing on the 1st day of May, 1979, installments of principal and interest shall be paid in the sum of Nineteen Thousand Eight Hundred Fifty-Two and 10/100 (\$19,852.10) Dollars each, such payments to continue monthly thereafter on the 1st day of each succeeding month until the entire indebtedness has been paid. In any event the balance of principal, if any, remaining unpaid, plus accrued interest, shall be due and payable on the 1st day of January, 2019. The installments of principal and interest shall be applied first to interest at the rate of seven and one-half (7½%) percent per annum upon the principal sum or so much thereof as shall be applied on account of principal.

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