

FILED
GREENVILLE CO. S. C.

NOV 16 PH '79

BOOK 1488 PAGE 406

WITNESSETH

NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into as of the 15th day of November, 1979, by and between ST. FRANCIS COMMUNITY HOSPITAL, a South Carolina eleemosynary corporation, having its principal place of business located in Greenville, South Carolina (hereinafter referred to as "Mortgagor") and GREENVILLE COUNTY, SOUTH CAROLINA, having its principal place of business in Greenville, South Carolina (hereinafter referred to as the "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:

THAT, WHEREAS, the Mortgagee is the owner and holder of a certain Note (hereinafter referred to as the "Note"), dated May 23, 1974, initially issued by the Mortgagor in the original principal amount of \$7,200,000.00 as evidence of indebtedness for a loan to Mortgagor by The Western and Southern Life Insurance Company (hereinafter referred to as "Western"), which Note has been assigned by Western to the Mortgagee by assignment dated November 15, 1979; and

WHEREAS, there is presently outstanding on said Note the principal sum of \$6,645,864.62; and

WHEREAS, said Note is secured by a Mortgage upon certain real property in the City of Greenville, State of South Carolina, as more particularly described in Exhibit "A" attached hereto, executed by the Mortgagor on May 23, 1974, and recorded on May 23, 1974, in Book 1311, Page 369, in the EMC Office for Greenville County, South Carolina (hereinafter referred to as the "Mortgage"); and

WHEREAS, Western has assigned the Mortgage to Mortgagee by an assignment dated November 15, 1979, which assignment was recorded on November 15, 1979, in Book 1488, Page 404, in the EMC Office for Greenville County, South Carolina; and

WHEREAS, the loan evidenced by the Note and secured by the Mortgage is guaranteed as to payment of principal and interest by the Secretary of the United States Department of Health, Education and Welfare (hereinafter referred to as "HEW") pursuant to Title VI of the Public Health Service Act, as amended; and

WHEREAS, pursuant to the aforesaid Act, HEW has agreed to pay to the Mortgagee or its designee, on behalf of the Mortgagor, a portion of the interest payments on the loan evidenced by the Note (hereinafter referred to as the "Interest Subsidy Payment"); and

GCTO -----2 NO1579

244

19.0001

5070

4328 RV.2