

payment of the entire indebtedness, if not sooner paid, shall be due and payable on the thirtieth day of April, 1981.

- 6. It is understood and agreed that this agreement shall not constitute a waiver of the rights of NCNB to pursue its remedies under the note and mortgage as modified or any other security document given to secure the indebtedness; if, for any reason, Aiken shall fail to maintain timely interest or principal payments, NCNB shall be entitled to pursue said remedies.
- 7. Except as provided herein, the terms of the note and mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, parties hereto have set their hands and seals the day and year first above-written.

Marsha D. Kellett
Judith W. Fair

AIKEN PROPERTIES

By: T. H. Suitt
 Partner

Dorothy D. Morris
Faye H. Lee

NCNB MORTGAGE CORPORATION

By: Lynn Eskew
 Asst. Vice President
 Attest: C. James Hammond
 Assistant Secretary

STATE OF South Carolina
 COUNTY OF Greenville

Before me personally appeared Judith W. Fair, and made oath that (s)he saw the within named Aiken Properties, a South Carolina limited partnership by its Partner, T. H. Suitt sign and seal the within written Agreement and that (s)he with Marsha D. Kellett witnessed the execution thereof.

SWORN to before me this 21 day of December, 1979.

Aena C. Barnhill (SEAL)
 Notary Public for South Carolina

Judith W. Fair

My Commission Expires:
October 12, 1988

STATE OF NORTH CAROLINA
 COUNTY OF HECKLENBURG

Before me personally appeared Dorothy D. Morris and made oath that (s)he saw the within named NCNB MORTGAGE CORPORATION, a North Carolina corporation by its Assistant Vice President, Lynn Eskew, sign and seal the within written Agreement that (s)he with Faye H. Lee, witnessed the execution thereof.

SWORN to before me this 27th day of December, 1979.

Judson R. Bushnell (SEAL)
 Notary Public for North Carolina
 My Commission Expires:
8-17-83

Dorothy D. Morris

RECORDED JAN 8 1980 at 2:30 P.M.

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