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7. Section 19 of such Mortgage is hereby amended by addition of the following to the end of such Section:

Provided, however, that no indebtedness now existing or hereafter arising of B&G or DISTRIBUTION shall be secured hereby except such indebtedness as is evidenced by the Note, having a present principal balance of \$300,000.00.

8. The obligations of Greenville to pay the indebtedness evidenced by the Note is subject to a right of set-off in favor of Greenville contained in that Release and Indemnity Agreement dated March 21, 1980, by, between and among FIG, First Piedmont and Greenville, which Release and Indemnity Agreement is incorporated herein in its entirety by this reference.

IN WITNESS WHEREOF, the parties have set their hands and seals this 21 day of March, 1980.

WITNESS:
[Signature]
R.G. McCauley
[Signature]
R.G. McCauley
[Signature]
R.G. McCauley

B&G LAND COMPANY, INC.
BY: John M. Sterling, Jr.
John M. Sterling, Jr., President

FIRST PIEDMONT MORTGAGE COMPANY, INC.
BY: Henry Robertson
Henry Robertson, Vice President

FIRST INVESTMENT GROUP, a South Carolina Limited Partnership, by Sterling Capital, Ltd., General Partner
BY: John M. Sterling, Jr.
John M. Sterling, Jr., President

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named B&G LAND COMPANY, INC., by its duly authorized officer, sign, seal and as its act and deed deliver the within written Modification Agreement, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
21 day of March, 1980
David Lee Isho
Notary Public for S.C.
My Commission Expires: 11-21-80

R.G. McCauley

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