



STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )  
COUNTY OF PICKENS )

AGREEMENT FOR MODIFICATION OF  
NOTE, MORTGAGE AND LOAN AGREEMENT

THIS AGREEMENT made and entered into this 7th day of October, 1980, by and between THE SOUTH CAROLINA NATIONAL BANK, having its principal office and place of business in Columbia, South Carolina (hereinafter called "Payee") and WERBER COMPANY, INC., a South Carolina Corporation, having its principal office and place of business in Greenville, South Carolina (hereinafter called "Maker").

W I T N E S S E T H:

WHEREAS, Payee is the owner and holder of a Note of Maker to Payee dated October 6, 1977, in the original principal amount of Three Hundred One Thousand Five Hundred and no/100ths (\$301,500.00) Dollars, which said Note is secured by:

- a. Mortgage in the amount of Five Hundred Sixty-six Thousand and no/100ths (\$566,000.00) Dollars, dated October 6, 1977, and recorded October 6, 1977, in the R.M.C. Office for Greenville County, South Carolina, in Book 1412, at Page 165;
- b. Mortgage in the amount of Fifty Thousand and no/100ths (\$50,000.00) Dollars, recorded June 21, 1977, in the R.M.C. Office for Pickens County, South Carolina, in Book 13-D, at Page 412;
- c. Mortgage in the amount of Fifty Thousand and no/100ths (\$50,000.00) Dollars, recorded June 21, 1977, in the R.M.C. Office for Greenville County in Book 1401, at Page 726.

The above mortgages were given Payee pursuant to Loan Agreement dated June 17, 1977, and amended September 30, 1977; and

WHEREAS, the Maker, as of the date of this Agreement, is the owner of the real property as more fully described and set forth in said Mortgages, except for such portions previously released from the lien of said Mortgages, by the holder thereof; and

WHEREAS, said Note, Mortgages, and Loan Agreement were previously modified by Agreements dated May 18, 1979, and January 31, 1980, and June 5, 1980; and

WHEREAS, the parties hereto have agreed to a modification of said Note, Mortgages and Loan Agreement as more fully hereinafter set forth, which Modification is in the mutual interest of the parties hereto.

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