

Nothing herein contained shall in any wise impair the note or the security now held for said indebtedness, or alter, waive, annul, vary or affect the provisions, conditions or covenants therein, except as herein provided, nor affect or impair any right, powers or remedies under said note and mortgage or any guaranty agreement, it being the intention of the parties hereto that the terms and provisions of said note and mortgage and all other documents affecting or in any way pertaining to said loan shall continue in full force and effect except as modified hereby.

The guarantors of said note, by the execution of this document, indicate their consent hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

In the Presence of:

[Signature]  
[Signature]

FAIRWAY PROPERTIES, A PARTNERSHIP

By: [Signature]

And: [Signature]

[Signature]  
[Signature]

FIRST UNION NATIONAL BANK OF NORTH CAROLINA

By: [Signature]

Its: Assistant Vice President

ATTEST: [Signature]  
Assistant Secretary  
(Corporate Seal)

WE CONSENT TO THE ABOVE EXTENSION AND MODIFICATION:

[Signature]  
I. T. WELLING, JR.

[Signature]  
J. R. McADAMS

[Signature]  
JOHN A. COOTER

[Signature]  
GILBERT B. MORGAN

[Signature]  
W. W. KELLETT, JR.

[Signature]  
WARREN C. SCHULZE

[Signature]  
WILL T. McQUEEN

[Signature]  
I. T. WELLING, III

9.80

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