

This MODIFICATION is made and entered into this 20th day of January, 1979, by and between DERA R. CONWAY and JAMES M. CONWAY, III (herein called "Payees"), and FIRST PIEDMONT MORTGAGE COMPANY, INC. and FIRST PIEDMONT CORPORATION (herein called "Guarantors"), for the mutual consideration herein evidenced:

1. RECITAL OF PRINCIPAL BALANCE. On November 21, 1972 Charles F. Upchurch, C. Dan Joyner and Lloyd D. Auten made their certain promissory note in the principal amount of \$275,000.00, payable to Payees. By a separate document signed on January 12, 1976, the note was guaranteed by First Piedmont Mortgage Company, Inc., and the performance of First Piedmont Mortgage Company, Inc., in the same document, was guaranteed by First Piedmont Corporation. Subsequent to its delivery, various payments on the principal of said note have been made, including a payment of \$18,000.00 on November 21, 1978. After said payment there remains a principal balance on said note of \$202,000.00.

2. INTEREST RATE. Effective as of November 21, 1978, the interest rate of said note shall be increased from six percent (6%) to eight percent (8%) per annum, provided, however, that if on any November 21st hereafter the prime rate of the New York City banks is in excess of eleven percent (11%), then the rate shall be nine percent (9%) for the interest due in advance for one year from such November 21st.

3. MATURITY DATE. The date for payment of the \$202,000.00 principal due is hereby extended to November 21, 1983. Said principal shall then be paid in five equal installments of \$40,400.00, the first such installment being due and payable November 21, 1983. In the event of any draws of principal pursuant to the terms of Paragraph 5 below, before that date,

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