

NOW, THEREFORE, the said The South Carolina National Bank, as Obligee, the said Electrical Construction, Inc., as Obligor, the said Kenneth E. Walker and Jones A. Walker, as individual endorsers, and the said Frank Towers Rice, as owner of an undivided one-third interest in the above described tract of 2.86 acres and as Guarantor, do expressly covenant, contract and agree as follows:

1) By the execution of these presents by all parties, it is agreed that the original promissory note dated July 21, 1975, in the sum of One Hundred, Thirty-Four Thousand, Thirty-One and 73/100 [\$134,031.73] Dollars, payable to The South Carolina National Bank shall be and the same is hereby as to its terms of payment and rate of interest only, amended, modified and extended as follows:

a) The balance due and payable upon said promissory note as of instant date is the sum of ONE HUNDRED TWENTY-ONE THOUSAND, TWO HUNDRED FIFTY-THREE and 22/100 [\$121,253.22] DOLLARS;

b) Payment of said balance shall be on the basis of equal monthly installments of Two Thousand, Eight Hundred Twenty-Five and no/100 [\$2,825.00] Dollars each on the 20th day of each month hereafter, with the first such payment due October 20, 1981, and with the entire unpaid principal balance and interest due and owing September 20, 1982, said monthly payments to be applied first to interest, at the rate of 18% per annum, balance to principal;

c) The interest provided in said note shall be changed from 9-3/4% per annum to 18% per annum, said interest to be payable on the 20th day of the months above specified and on the date said note shall become due;

d) That in all other respects, the terms and conditions of said promissory note shall remain in full force and effect and the same are hereby ratified and affirmed by the respective parties to this instrument.

2) The original mortgage instrument executed in favor of The South Carolina National Bank on July 21, 1975, and recorded in Mortgage Book 1344 at Page 329 shall continue in full force and effect so as to constitute a first lien upon the premises therein described consisting of a tract of 2.86 acres on the southwest side of Interstate Highway 385 and the northwest side of Congaree Road, in County and State aforesaid, all of the terms and conditions of said mortgage instrument being herewith expressly reaffirmed and ratified by all of the parties hereto, except as herein modified.

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