

5. The following provision is hereby added to the end of Paragraph "12" of the Mortgage:

Nothing herein shall prevent Mortgagor from modifying leases in connection with the conversion of the Property to condominium ownership, provided that said leases, as modified, contain covenants subordinating the leases to the lien of this Mortgage.

6. Mortgagor is the lawful owner and holder of the Property upon which the Mortgage is a valid first lien for the sum of TWO MILLION FIFTY-SEVEN THOUSAND ONE HUNDRED EIGHTEEN AND 96/100 DOLLARS (\$2,057,118.96), with interest thereon at the rate of Eight and One-half per centum (8 1/2%) per annum payable as set forth in the Note, and there are no defenses or off-sets to the Mortgage or to the Note thereby secured.

7. Except as expressly modified herein, the terms, agreements, covenants and conditions of the Note and the Mortgage shall continue in full force and effect, and the parties hereto ratify and confirm said terms, agreements, covenants and conditions. This writing may not be modified except by a writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and have affixed their seals the day and year first written above.

Signed, sealed and delivered in the presence of:

Barbara Collins
Witness

LINCOLN-WILLOWICK GREENVILLE ASSOCIATES,
a South Carolina Limited Partnership,
By Lincoln Property Company No. 83,
its sole General Partner

Elsa Miller
Witness

By [Signature]
General Partner

Signed, sealed and delivered in the presence of:

Catherine R. Agostino
Witness

THE SEAMEN'S BANK FOR SAVINGS
By [Signature]
Vice President

Therese S. Marten
Witness

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