

(1) Upon execution of this agreement, Green Motels, Inc. agrees to pay unto Bankers Trust of South Carolina the sum of \$24,000.00, plus accrued interest.

(2) It is recognized that upon the payment of the said \$24,000.00, there is a present outstanding principal balance due on said note of \$50,000.00;

(3) Effective this date, the applicable interest rate shall be changed from Bankers Trust of South Carolina's prime interest rate plus 1 percent to 18 percent per annum;

(4) The new payments will commence thirty (30) days from date and will be in the amount of \$1,050.90, principal and interest, and will continue on the 12th day of each successive month until said note is paid in full, provided, however, that all unpaid principal and interest shall be due and payable on April 16, 1989;

(4) The Guarantor of said note, Robert L. Green, hereby joins in the execution of this document to indicate his consent hereto and to further acknowledge the continuance of his guarantee of payment, said guarantee being dated January 17, 1980.

(6) Nothing herein contained shall in any wise impair the note or security now held for said indebtedness or any modification thereto, or alter, waive, anull, vary or affect the provisions, conditions and covenants contained therein, except as herein specifically provided, nor affect or impair any rights, powers or remedies of Bankers Trust of South Carolina under said note or mortgage, it being the intent of the parties hereto that the terms and provisions of said note and mortgage and any subsequent modification thereto shall continue in full force and effect except as modified hereby.

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

In the Presence of:  
[Signature]  
Lora H. Alexander  
[Signature]  
Lora H. Alexander

BANKERS TRUST OF SOUTH CAROLINA  
By: R. Wayne Powell

GREEN MOTELS, INC.  
By: [Signature]

I CONSENT TO THE ABOVE:  
[Signature]  
Robert L. Green, Guarantor

5090

4328 KV-2