

NOW, THEREFORE, for and in consideration of the premises and other valuable consideration satisfactory to the parties hereto, the parties hereto agree to amend the terms of the note and mortgage described above as follows:

(1) It is recognized that upon execution of this agreement there will be a present outstanding principal balance due on said note of \$107,000.00;

(2) It is agreed that <sup>commencing June 8, 1982</sup> the Obligors will pay interest at the rate of twelve (12) percent per annum, with payment to be computed and paid monthly commencing July 8, 1982;

(3) The maturity of said note and mortgage will be September 18, 1983;

(4) That in the event the Obligors sell their former residence located at 212 Blankenbaker Lane, Louisville, Kentucky, prior to September 8, 1983, said note and mortgage will become immediately due and payable and Obligors agree to apply the proceeds of said sale to the satisfaction of Obligors' note and mortgage to Obligee.

(5) Nothing herein contained shall in any wise impair the note or mortgage now held for said indebtedness or any modification thereto, or alter, waive, anul, vary or affect the provisions and covenants contained therein, except as herein specifically provided, nor affect or impair any rights, powers or remedies of Bi-Lo, Inc. under said note or mortgage, it being the intent of the parties hereto that the terms and provisions of the said note and mortgage and any subsequent modification thereto shall continue in full force and effect except as herein specifically modified.

IN WITNESS WHEREOF, the undersigned hereto set their hands and seals this 7th day of July, 1982.

In the Presence of:

Leola B. Pruitt  
Lore D. Alexander

Leo Conlan  
Jack R. Ferguson

Donald E. Lentz  
Donald E. Lentz  
Ruth R. Lentz  
Ruth R. Lentz

BI-LO, INC.

By:

Lawson B. [Signature]  
President

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