

FILED  
GREENVILLE CO. S. C.

BOOK 1593 PAGE 791

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STATE OF SOUTH CAROLINA )  
                                  ) R.M.C. MODIFICATION OF NOTE AND MORTGAGE  
COUNTY OF GREENVILLE ) Recorded in Book 1453 Page 413

THIS AGREEMENT entered into this 19th day of January, 1983; by and between Coca-Cola Bottling Company of Asheville, N.C., successor to Coca-Cola Bottling Company of Greenville, Inc. (hereinafter referred to as "Mortgagor"), and The Western and Southern Life Insurance Company (hereinafter referred to as "Mortgagee"),

W I T N E S S E T H :

WHEREAS, Coca-Cola Bottling Company of Greenville, Inc., executed and delivered unto Aiken-Speir, Inc., its certain promissory note and real estate mortgage, dated December 19, 1978, in the original principal amount of One Million Two Hundred Thousand and no/100 (\$1,200,000.00) Dollars; and,

WHEREAS, the aforesaid note and mortgage were assigned by Aiken-Speir, Inc. to the Mortgagee by assignment dated December 19, 1978, and recorded in the RMC Office for Greenville County in Mortgage Book 1453, at page 417; and,

WHEREAS, Coca-Cola Bottling Company of Asheville, N.C., is successor to Coca-Cola Bottling Company of Greenville, Inc., having purchased all of its outstanding capital stocks and having received all of its assets and assumed all of its liabilities, including the aforesaid note and mortgage; and

WHEREAS, the Mortgagor and Mortgagee desire to modify and amend the terms and conditions of the aforesaid note and mortgage.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the Mortgagor and Mortgagee agree that the aforesaid note and mortgage are hereby amended in the following particulars:

1. The outstanding principal balance due on the aforesaid note and mortgage after crediting the payments due for the months of August, 1982, through December, 1982, will be \$1,108,460.10.
2. Beginning on December 1, 1982, interest on the aforesaid principal balance shall accrue at the rate of Twelve and seven-eighths (12 7/8%) per cent per annum.
3. The aforesaid principal balance and interest shall be repaid in equal monthly installments of \$16,468.88, beginning on January 1, 1983, and continuing

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