

purposes hereafter the Mortgage will secure to the Bank the repayment of the following amounts with interest: (a) the indebtedness evidenced by the First Note and the Second Note; (b) any future advances made under Paragraph 13 of the Mortgage; (c) expenditures by the Mortgagee under Paragraph 5 of the Mortgage; and (d) attorneys fees, court costs and other amounts which may be due under the First Note or the Second Note or both or the Mortgage. The mortgage, grant and conveyance to the Bank of the property described in the Mortgage shall be deemed to be in consideration of the indebtedness evidenced by the Second Note in addition to the indebtedness of the First Note.

SECOND: The First Note is hereby amended and modified to include the following:

Any default by the Borrower under the Borrower's note to the Bank dated February 15, 1983, in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) or under any mortgage or security agreement securing same shall constitute a default hereunder. And any default under this note or under any mortgage or security agreement securing this note shall constitute a default under the Borrower's aforesaid Nine Hundred Fifty Thousand Dollar (\$950,000.00) note.

THIRD: The Mortgage and the First Note as herein amended and modified are hereby ratified and confirmed and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Modification Agreement under seal this 15th day of February, 1983.

In the presence of:

Richard L. Brown
Anna M. Knox
Richard L. Brown
Anna M. Knox

CARABO CAPITAL, a South Carolina General Partnership (SEAL)

By: [Signature] Partner

And: [Signature] Partner

BANKERS TRUST OF SOUTH CAROLINA (SEAL)

By: [Signature]

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