



Record and Return to:  
Joan Tukey  
Southeast Bank, N.A.  
100 S. Biscayne Boulevard  
Miami, Florida 33131

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made and entered into as of this 10<sup>th</sup> day of May, 1983, between SOUTHEAST BANK, N.A., a national banking association organized under the laws of the United States of America ("Southeast"), and KOGER PROPERTIES, INC., a Florida corporation ("Koger");

W I T N E S S E T H:

WHEREAS, Koger has made and issued its Promissory Note, dated February 29, 1980, in the original principal sum of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) payable to the order of Southeast (the "Note"), the maturity date of which was extended to December 1, 1983, by the Renewal Mortgage Note, dated August 31, 1981, of Koger in the same principal sum payable to the order of Southeast (the "Renewal Note") and to secure the Note as extended by the Renewal Note, Koger (a) executed and delivered its Mortgage Deed dated of even date with the Note, and recorded in Mortgage Book 1497, Page 311, in the R.M.C. Office of Greenville County, South Carolina the maturity date of which was extended from August 31, 1981 to November 30, 1981 by a Modification and Extension Agreement dated June 25, 1981 and recorded in Mortgage Book 1545, page 838 R.M.C. Office of Greenville County, South Carolina, and the maturity date was further extended from November 30, 1981 to May 31, 1982 by a Second Modification and Extension Agreement dated November 30, 1981 and recorded in Mortgage Book 1559, page 611 R.M.C. Office of Greenville County, South Carolina, as modified and extended the "Mortgage"), and (b) executed and delivered its Assignment of Rentals dated of even date with the Note and recorded in Official Records Book 1121, Page 774 in the R.M.C. Office of Greenville County, South Carolina (the "Assignment");

This instrument was prepared by:  
ALLEN L. POUCHER  
KNIGHT, KINCAID, POUCHER & HARRIS  
1030 American Heritage Building  
Jacksonville, Florida 32202

WHEREAS, Southeast, as holder and owner of the Renewal Note, the Mortgage, and the Assignment, and Koger now desire to modify and amend the provisions of the Mortgage and the Assignment in the manner hereinafter set forth, it being specifically understood that except as herein modified and amended, the terms and provisions of the Mortgage and the Assignment shall remain unchanged and continue in full force and effect as therein written; and

WHEREAS, Koger has made and issued its promissory note dated of even date with this Agreement and payable to the order of Southeast, evidencing an indebtedness in the principal sum of One Million Four Hundred Sixty Thousand No/100 Dollars (\$1,460,000.00) (the "Second Renewal Note"), to increase the indebtedness secured by the Mortgage and the Assignment by the principal sum of Two Hundred Sixty Thousand No/100 Dollars (\$260,000.00), to extend the maturity date to June 1, 1986, and to modify the interest rate payable by Koger on the indebtedness;

NOW, THEREFORE, Southeast and Koger, in consideration of the premises and the sum of One Hundred and No/100 Dollars (\$100.00) to each in hand paid by the other, the receipt of which is hereby acknowledged by each, do hereby agree that the and the Mortgage and the Assignment should be, and the same hereby is, modified and amended as follows:

- 1. The Mortgage and the Assignment should be and the same hereby are modified and amended to secure the Second Renewal Note, and any further modifications, renewals or extensions thereof.

Barnwell

