

2. The first paragraph of the preamble of the Mortgage (which paragraph is on Page 1 thereof) is hereby amended and restated to read as follows:

"Whereas, KOGER PROPERTIES, INC., a corporation chartered the laws of the State of Florida (hereinafter referred to as Mortgagor), is well and truly indebted unto SOUTHEAST BANK, N.A., a national banking association (hereinafter referred to as Mortgagee), as evidenced by the Mortgagor's promissory note in the sum of ONE MILLION FOUR HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$1,460,000.00), as evidenced by the Mortgagor's promissory note dated February 29, 1980, as modified and extended, due and payable on or before June 1, 1986, with interest thereon in accordance with the terms and provisions of said note."

3. The second paragraph of the preamble of the Mortgage (which paragraph is on Page 1 thereof) is hereby deleted in its entirety as of the date hereof.

4. Paragraph number 16 of the Mortgage (which paragraph is on page 4 thereof) is hereby deleted in its entirety as of the date hereof.

5. The first paragraph of the preamble of the Assignment (which paragraph is on Page 1 thereof) is hereby amended and restated to read as follows:

"Whereas, the Party of the First Part is the present owner in fee simple of property briefly described as: All that certain piece, parcel or tract of land, situate, lying and being in Greenville County, South Carolina, fronting on Executive Center Drive and being part of Koger Executive Center according to the map thereof prepared by Piedmont Engineers-Architects-Planners dated September 20, 1973, all being more particularly described on Exhibit "A" hereto attached and by this reference made a part hereof; and the Party of the Second Part is the owner and holder of a first mortgage covering said premises, which said mortgage is in the principal sum of ONE MILLION FOUR HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$1,460,000.00), as modified and extended, made by Koger Properties, Inc., to Southeast Bank, N.A., originally dated February 29, 1980, and"

6. The Construction Loan Agreement dated February 29, 1980 between Southeast and Koger is hereby terminated as of the date hereof.

7. It is mutually agreed by and between the parties hereto that this Agreement shall become a part of the Mortgage, the Assignment and the Second Renewal Note by reference and that nothing herein contained shall impair the security now held for said indebtedness, nor shall waive, annul, vary or affect any provision, condition, covenant or agreement contained in the the Mortgage or the Assignment or the Second Renewal Note, except as herein amended, nor affect or impair any rights, powers or remedies under the Mortgage or the Assignment, as hereby amended, or either of them.

8. Koger promises and agrees to pay the indebtedness evidenced by the Second Renewal Note in accordance with the terms thereof and agrees to perform all of the requirements, conditions, and obligations under the terms of the Second Renewal Note, the Mortgage, and the Assignment, as hereby modified and amended, said documents being hereby ratified and affirmed. The execution and delivery of this Agreement shall not constitute a novation or modification of the lien, encumbrance or security title of the Mortgage, which Mortgage shall retain its priority as originally filed for record. Koger expressly agrees that the Second Renewal Note is in full force and effect and that Koger has no right to setoff, counterclaim or defense to the payment thereof.

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