

Re: Mortgage Book 1554,
page 161 et seq., RMC
Office for Greenville
County, South Carolina

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GREENVILLE
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FIRST AMENDMENT TO FIRST MORTGAGE OF REAL ESTATE

THIS AMENDMENT, is made and entered into this 28th day of February, 1983 by and between RUNION-WILLIAMS, a South Carolina limited partnership acting by and through its sole general partner ("Mortgagee") and BENT OAK ASSOCIATES, a South Carolina limited partnership acting by and through its corporate general partner ("Mortgagor").

W I T N E S S E T H:

THAT, WHEREAS, Mortgagor executed a certain Nonrecourse First Mortgage Promissory Note (the "Note") dated October 1, 1981, in favor of Mortgagee, in the original principal amount of \$2,000,000.00, which Note is secured by a certain First Mortgage of Real Estate (the "Mortgage") executed by Mortgagor in favor of Mortgagee, recorded in Mortgage Book 1554, page 161, et seq. RMC Office for Greenville County, South Carolina; and

WHEREAS, Article 20 of the Mortgage provided for the reduction in the principal sum evidenced by the Note and secured by the Mortgage and appropriate reductions in the monthly installments of interest or principal and interest due pursuant to the Note in the event the 1982 real and personal property taxes with respect to the Premises (as defined in the Mortgage) exceeded \$21,000.00; and

WHEREAS, the 1982 real and personal property taxes in respect of the Premises for 1982 exceeded \$21,000.00 and Mortgagor and Mortgagee desire to amend the Mortgage to reflect the reduction in the principal indebtedness secured thereby.

NOW, THEREFORE, for and in consideration of the Premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other party hereto, Mortgagor and Mortgagee, intending to be legally bound, hereby agree as follows:

1. The second paragraph on page 1 of the Mortgage which provides as follows:

"Whereas, the Mortgagor is well and duly indebted unto RUNION-WILLIAMS, a South Carolina limited partnership, hereinafter referred to as "Mortgagee," as evidenced by a certain Nonrecourse First Mortgage Promissory Note of even date herewith, the terms of which are incorporated herein by reference in the sum of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) (hereinafter referred to as the "Note") with interest to be repaid as set forth in the Note; and"

is hereby deleted in its entirety and substituted in lieu thereof is the following paragraph:

"Whereas, the said Mortgagor is well and duly indebted unto RUNION-WILLIAMS, a South Carolina limited partnership, hereinafter referred to as "Mortgagee", as evidenced by a certain Nonrecourse First Mortgage Promissory Note of even date herewith, as amended by a certain First Amendment to Nonrecourse First Mortgage Promissory Note dated February 28, 1983, between Mortgagor and Mortgagee, the terms of which are incorporated herein by reference, in the sum of ONE MILLION NINE HUNDRED NINETY THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 39/100 DOLLARS (\$1,990,875.39) (said Nonrecourse First Mortgage Promissory Note, as amended, is hereinafter referred to as the "Note") with interest to be repaid as set forth in the Note; and"

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