

the Bank in the amount of One Million Four Hundred Thirty Dollars (\$1,430,000.00) dated February 14, 1984, payable on demand (hereinafter the Third Note), so that for all 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, the Second Note and the Third 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, the Second Note, the Third Note 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 Third Note in addition to the indebtedness of the First Note and the Second Note.

SECOND: The First Note and the Second Note are hereby amended and modified by adding the following:

Any default by the Borrower under the Borrower's Note to the Bank dated February 14, 1984, in the amount of One Million Four Hundred Thirty and No/100 Dollars (\$1,430,000.00) or under any mortgage or security agreement securing same shall constitute a default hereunder. Any default under this note or under any mortgage or security agreement securing this note shall constitute a default under the Borrower's aforesaid One Million Four Hundred Thirty and No/100 Dollars (\$1,430,000.00) note.

THIRD: The Mortgage, the First Note and Second Note as previously amended and as herein amended 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 14th day of February, 1984.

Signed, sealed and delivered in the presence of:

[Signature]
Dorel P. Young

[Signature]
[Signature]

CARABO CAPITAL, A South Carolina General Partnership (SEAL)

By: [Signature]
 Partner

And: [Signature]
 Partner

BANKERS TRUST OF SOUTH CAROLINA (SEAL)

By: [Signature]
 Vice President

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