

effective date of September 28th, 1984, the General Partnership was converted into a Limited Partnership, as evidenced by filing of the same with the Secretary of State of South Carolina and the Clerk of Court for Greenville County, South Carolina.

WHEREAS, the Borrower and Lender have agreed to amend the Adjustable Rate Note and Mortgage and to rescind the Endorsement and Guaranty of Payment above mentioned in consideration of the payment to Lender by or on behalf of Borrower of a fee of \$10,500.00 cash and of the Amendments hereinafter set forth.

NOW, THEREFORE, for and in consideration of the above recited considerations, the receipt and sufficiency whereof is hereby fully acknowledged, the Borrower and Lender do hereby covenant, contract and agree as follows:

I.

That certain Adjustable Rate Note in the original sum of \$2,100,000.00, dated January 17, 1984, given by Maxwell Pointe Investors, a South Carolina General Partnership, to American Federal Bank, F.S.B., is amended as follows:

(a) That portion of Subparagraph (D) of page one of said note which reads "Notwithstanding the foregoing provisions, the principal amount due on the within note shall be reduced by the sum of \$300,000.00 on or before the expiration of 60 months from the date of this note", is deleted in its entirety.

(b) That portion of the last paragraph of page one of said Note, which reads "The mortgage instrument which secures this note provides for the release of certain property known as Parcel 2, containing 1.561 acres, and Parcel 3 ("Outparcel") containing 0.616 acres, upon payment to the owner and holder of this note and said mortgage of the respective sums for each of \$150,000.00 and \$80,000.00" is deleted in its entirety.

(c) That portion of the first paragraph of page two of said Note, which in referring to a mandatory \$300,000.00 principal payment deleted above reads "as required in Paragraph (D), above" is deleted in its entirety.

(d) All references in the eighth paragraph of page two of said Note to guarantors, endorsers or parties secondarily obligated thereon are deleted in their entirety.

(e) That portion of the last, or eleventh, paragraph of page two of said Note, which reads "In the event that the property described in said mortgage or an interest therein is sold or transferred by the maker without the owner and holder's prior written consent, unless specifically permitted in said mortgage or the commitment as amended, the owner and holder hereof may declare all sums due hereunder to be immediately due and payable", is deleted in its entirety.