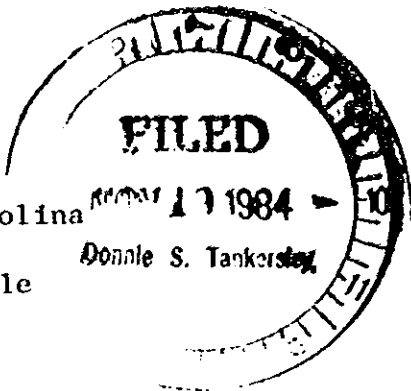


LOAN MODIFICATION AGREEMENT



State of South Carolina
County of Greenville

This Loan Modification Agreement made and entered into the first day of November, 1984, by and between Burns Repair Service, Inc., A Corporation, (hereinafter called "Borrower") and THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, P. O. Box 1449, Greenville, South Carolina 29602, (hereinafter called "Lender").

WHEREAS, Borrower is justly indebted unto the Lender as evidenced by Promissory Note dated January 30, 1981, in the original principal sum of One Hundred Twenty Five Thousand and no/100 Dollars (\$125,000.00) which note bears interest at the rate of C&S Prime Rate plus 1.25% (A variable rate adjusted with change in C&S Prime Rate) and which note provides payment in full on November 30, 1988.

WHEREAS, said principal balance of loan is \$79,861.14 and is being amortized for 72 months with a monthly payment of \$1,736.11 plus interest beginning April 30, 1981.

WHEREAS, in order to secure said Promissory Note the said Borrower gave a mortgage against certain real property known and described as property of Willie K. Burns, Sr. and Evonne L. Burns located on Route 5, Scuffletown Road, City of Simpsonville, County of Greenville, State of South Carolina which mortgage is recorded in the Office of The Clerk of Court of Greenville, South Carolina in Mortgage Book 1531 at Page 248. The Borrower also gave a security interest in a lien upon and security title to: All inventory, furniture and fixtures, accounts receivable, equipment, contract rights, whether now or hereafter existing or acquired; all chattel paper and instruments, whether now or hereafter existing or acquired, evidencing any obligation to Debtor for payment for Goods sold or leased or services rendered; all interest of the Debtor in any Goods the sale or lease of which shall have given or shall give use to any of the foregoing; and all proceeds of any of the foregoing.

WHEREAS, the parties further desire to modify the terms of the Note and Mortgage as more particular set forth below:

NOW, THEREFORE, in consideration of the mutual covenants and obligations made and undertaken by the parties as herein set forth, it is hereby agreed, acknowledged and understood that:

1. The Note and Mortgage are hereby modified by changing the next, and each subsequent payment to \$1,800 to be applied first to interest and then to principal beginning November 30, 1984.
2. The Note and Mortgage are hereby modified by changing the maturity date, with final maturity on October 30, 1990.
3. This agreement shall be binding upon the parties hereto and shall inure to the benefit of the Lender, its successors and assigns.
4. All other terms of the original R/E Note dated January 30, 1981 remain the same.

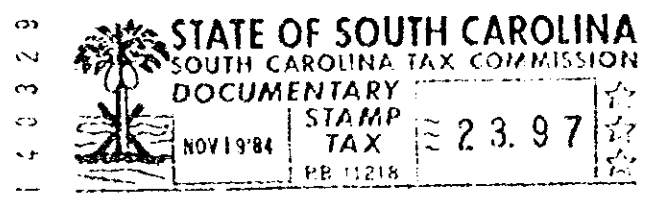
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IN THE PRESENCE OF:
Bronislawa Nix
Bronislawa Nix
Bronislawa Nix
Carrie Schoder

BORROWER:
Willie K. Burns Sr.
Evonne L. Burns

LENDER:
THE CITIZENS AND SOUTHERN NATIONAL BANK OF S.C.
BY: [Signature]
ATTEST: _____

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