

Crown to the following modification of the terms of the note and mortgage earlier described in this preamble, which are now held by World;

NOW, THEREFORE, in consideration of the consent by World to the transfers of the property covered by the Mortgage recorded in Book 1290, Page 503, in the Office of the Clerk of Court for Greenville County, South Carolina, which are described in the preamble hereto, Crown agrees that the note of Crown Inns of America, Inc., dated September 11, 1973, in the original principal sum of \$1,500,000.00, and the terms of the aforesaid mortgage recorded in Book 1290, Page 503, in the Greenville County Registry, are amended and modified as follows:

1. Commencing on the 7th day of December, 1984, said note will bear interest at the rate of twelve per cent (12%) per annum.

2. The principal balance due on said note is One Million Seventy-Five Thousand Six Hundred Fifty-Three and 87/100 Dollars (\$1,075,653.87). Commencing on the 1st day of January, 1985, and continuing on the 1st day of each and every month thereafter through and including the 1st day of December, 1994, the monthly payments applied to principal and interest due on the said note will be in the amount of Fifteen Thousand Three Hundred Sixty Six and 37/100 Dollars (\$15,366.37), which payments will be first applied to the payment of interest due on the note and the balance thereof to the payment of the principal of said note; and a final payment of the then remaining principal and accrued interest due on said note shall be paid on January 1, 1995.

3. Crown has paid to World a loan modification fee in the amount of Forty-Three Thousand Twenty-Six and 15/100 Dollars (\$43,026.15) at the time of execution and delivery of this Modification Agreement by World, and receipt of said payment is hereby acknowledged by World.

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