

Any default under that certain Note of Ewing-Hungiville Realty and Construction, Inc., owned by Aetna Life Insurance Company, dated December 20, 1971, in the amount of Eight Hundred Eighty Thousand and No/100 (\$880,000.00) Dollars, secured by a first Mortgage on the property delineated in Schedule A attached hereto, or any default under that certain Note of Ewing-Hungiville Realty and Construction, Inc., owned by Aetna Life Insurance Company, dated December 3, 1973, in the amount of One Million Nine Hundred Sixty Thousand and No/100 (\$1,960,000.00) Dollars, or default on any other debt of Maker due Aetna, shall likewise constitute default hereunder, giving the holder right to declare all the principal and interest outstanding hereunder immediately due and payable.

The privilege of prepayment, in whole or in part, is hereby reserved subject to a prepayment premium equal to Five (5%) percent of the outstanding principal so prepaid during the first sixteen (16) loan years; said penalty declining one-half of One ( $\frac{1}{2}$  of 1%) percent per loan year during the seventeenth (17th) loan year and thereafter to par during the twenty-sixth (26th) and subsequent loan years. Loan year, as defined herein, shall mean any consecutive twelve (12) month period or anniversary thereof commencing June 15, 1976.

MORTGAGE MODIFIED AS FOLLOWS:

TO ALL WHOM THESE PRESENTS CONCERN:

PIEDMONT ASSOCIATES (a Limited Partnership), organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter called the Mortgagor SEND GREETING:

WHEREAS, the said Mortgagor, in and by a certain Promissory Note in writing, dated December 3, 1973, is well and truly indebted to THE SOUTH CAROLINA NATIONAL BANK, hereinafter called the Mortgagee, a national banking association, in the full and just sum of One Hundred Thirty-six Thousand Sixty-eight and No/100 (\$136,068.00) Dollars, with interest from December 29, 1975, at the rate of Eight and three-quarters (8  $\frac{3}{4}$ %) percentum per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of THE SOUTH CAROLINA NATIONAL BANK, 1241 Main Street, in Columbia, South Carolina (Zip Code 29202), or at such other place as the holder hereof may designate in writing at the times and in Three Hundred Sixty (360) installments as follows: