FILED
OCT 3 1980
Donnie S. Tankersley
RMC

STATE OF SOUTH CAROLINA)
) MODIFICATION AGREEMENT
COUNTY OF GREENVILLE)

THIS MODIFICATION AGREEMENT is made this 29th day of August, 19 80, by and between the Mortgagor, John A. Bolen, Inc. (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Lender is the owner and holder of a promissory Note dated July 10, 1980, executed by Borrower in the original sum of $ 52,000.00 payable in full on or before eighteen (18) months from said date, together with interest thereon computed and payable monthly at the rate of Twelve (12 %) per centum per annum; and secured by a first Mortgage on real estate being known as Lot 139 Canebrake, which is recorded in the R.M.C. Office for the State and County aforesaid in R.E.M. Book 1507 at Page 354; and

WHEREAS, Borrower desires to extend the term of the loan evidenced by the aforesaid Note and Mortgage with said Note and Mortgage being modified by the execution by Borrower of a Renegotiable Rate Note Rider and a Renegotiable Rate Mortgage Rider attached hereto, together with such other modifications as are set forth hereinafter.

NOW, THEREFORE, in consideration of the premises and the further sum of One Dollar ($1.00) paid by Lender to Borrower, receipt of which is hereby acknowledged, Lender and Borrower agree as follows:

1. That the aforesaid Note and Mortgage are hereby amended and modified by the terms and provisions of the Renegotiable Rate Note Rider and Renegotiable Rate Mortgage Rider executed by the Borrower herewith, which Riders are attached hereto and incorporated herein as fully as if set out in full herein; and that any provisions of said Note and Mortgage or other instruments executed in connection with said indebtedness which are inconsistent with the provisions of the Renegotiable Rate Note Rider or the Renegotiable Rate Mortgage Rider, including, but not limited to, the interest rate, monthly payment, notice to Borrower and prepayment, are hereby amended or negated to the extent necessary to conform such instruments to the provisions of said Riders.

2. That the total remaining indebtedness due on account of said Note and Mortgage as of the date of this Agreement is the sum of Fifty-Two Thousand and No/100ths---------- Dollars ($ 52,000.00).

3. That Borrower agrees to repay said remaining indebtedness to Lender in consecutive monthly installments of principal and interest in accordance with said Renegotiable Rate Note Rider and Renegotiable Rate Mortgage Rider, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2011.

4. That during the Initial Loan Term identified in the Renegotiable Rate Note Rider and the Renegotiable Rate Mortgage Rider, Borrower shall repay the aforesaid principal indebtedness, together with interest computed thereon at the rate of 10-7/8 (10.875%) per centum per annum in consecutive monthly installments of Four Hundred Ninety and 30/100ths---------- Dollars ($ 490.30) each, with the due date of the first installment of said Initial Loan Term being July 1, 1981.

5. That each payment by Borrower shall be applied first to interest, computed monthly in arrears on the unpaid principal balance of the indebtedness, and then to the principal balance on the aforesaid Note.

4328 RV-2