

THIS SECOND AMENDMENT TO MORTGAGE is made and executed this 23<sup>rd</sup> day of October, 1980, by and between FCB SYRUPS, INC. ("Mortgagor") (formerly known as E. B. EVANS, INC.) a Pennsylvania corporation with its offices at 417 North 8th Street, Philadelphia, Pennsylvania, and PNB COMMERCIAL FINANCE CORPORATION ("CFC") and THE PHILADELPHIA NATIONAL BANK ("PNB") (jointly and severally called "Mortgagee") with offices at 1900 Philadelphia National Bank Building, Philadelphia, Pennsylvania.

WHEREAS, on April 4, 1975, Mortgagor executed and delivered to PNB a certain Mortgage on real estate situate at Gantt Township, Greenville County, South Carolina ("Premises") which Mortgage was recorded on June 16, 1975 in the Office of the R.M.C. for Greenville County in Real Estate Mortgage Book 1341 page 787, et seq. (hereinafter referred to as the "Mortgage"); and

WHEREAS, the foregoing Mortgage was assigned by PNB to CFC by an Assignment of Mortgage dated January 13, 1977, which Assignment was recorded on February 28, 1977 with the R.M.C. for Greenville County in Real Estate Mortgage Book No. 1390, page 412, et seq.; and

WHEREAS, on November 1, 1977, Mortgagor executed and delivered to CFC and PNB a certain Amendment to Mortgage on Premises, which Amendment to Mortgage was recorded on January 3, 1978, in Real Estate Mortgage Book 1420 page 131 et seq. (hereinafter referred to as Amendment); and

WHEREAS, the parties desire to restate and reset the liabilities of Mortgagor under the Mortgage and to make certain other modifications in their relationship.

NOW, THEREFORE, with the foregoing background hereinafter deemed incorporated by reference and made part hereof, the parties promise and agree as follows:

1. The parties confirm that the indebtedness of Mortgagor to Mortgagee evidenced by that certain Note dated November 1, 1977 and referred to in the Amendment has been repaid in full.
2. Mortgagor hereby confirms that the foregoing Mortgage, as amended, shall continue to secure a certain Guaranty dated November 1, 1977 executed and delivered by Mortgagor to Mortgagee under which Mortgagor guarantees all existing and future obligations and liabilities of National ICEE Corporation and affiliated or subsidiary companies to Mortgagee, which obligations and liabilities currently aggregate One Million Nine Hundred Fifty Thousand (\$1,950,000.00) Dollars, as well as all other future liabilities of Mortgagor to Mortgagee and all interest, costs and expenses, including reasonable attorneys' fees, accruing in connection with the foregoing obligations.
3. Notwithstanding the foregoing recital of the amount of indebtedness guaranteed by Mortgagor, Mortgagee and Mortgagor agree that the maximum amount of indebtedness recoverable by Mortgagee under this Mortgage on the Premises is and shall be ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS.

GRANTED FILED  
CO. S. C.  
DEC 21 1 30 PM '80  
SOUTH CAROLINA  
RECORDERS  
SHERSLEY

5  
6  
0  
0

4328 RV-2