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4. The Maker acknowledges, represents, warrants, and confirms to the Payee the following: (a) the Primary Mortgages are valid and binding and free from all infirmities of any nature whatsoever; and (b) the Primary Mortgages constitute a first lien against the property encumbered thereby.
5. It is further agreed that execution of this agreement shall not release the Maker or any other party to the Primary Note or any undertaking in connection therewith, nor shall this Agreement effect any release of any collateral given at any time to secure payment of the Primary Note or said undertakings.
6. The Maker represents that no consent of any person, firm, or corporation not a party hereto is required, and the Maker agrees to indemnify and hold harmless the Payee from and against any and all claims, demands, expenses, losses, damages, or liability whatsoever, including attorneys' fees, arising out of the failure to obtain the consent of any person not a party hereto.
7. It is further agreed that nothing herein shall mean or be construed to call for a rate of interest in excess of that allowed to be charged by the State of South Carolina or of the United States and that, if the provisions hereof shall be determined to call for a rate of interest in excess of the maximum rate allowed by said laws, then immediately and without necessity of any further action, the interest rate herein provided shall be retroactively reduced to the maximum rate allowed by said laws.
8. In all other respects, the said Primary Note and Primary Mortgages are hereby ratified and affirmed and remain unchanged and in full force and effect.
9. This Agreement shall be binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:
Mary N. Sullens
Kathy J. Gossett

THE SOUTH CAROLINA NATIONAL BANK
 By: J. Bruce King, Jr.
 J. Bruce King, Jr., Assistant Vice President
 By: J. Thomas Coleman
 J. Thomas Coleman, Assistant Vice President

Kathy J. Gossett
Mary N. Sullens

WERBER CO., INC. (SEAL)
 By: James A. Brewer, Pres.
 James A. Brewer, President
 By: Stephen A. Brewer
 Stephen A. Brewer, Vice President

Kathy J. Gossett
Mary N. Sullens

James A. Brewer, Indiv.
 James A. Brewer, Individually

Kathy J. Gossett
Mary N. Sullens

Stephen A. Brewer
 Stephen A. Brewer, Individually

Kathy J. Gossett
Mary N. Sullens

Arthur Brewer
 Arthur Brewer, Individually

STATE OF SOUTH CAROLINA)
 COUNTY OF RICHLAND)

PERSONALLY appeared before me the undersigned witness who says on oath that (s)he saw the within-named THE SOUTH CAROLINA NATIONAL BANK, by and through J. Bruce King, Jr., its Assistant Vice President, and J. Thomas Coleman, its Assistant Vice President, sign, seal, and, as its act and deed, deliver the within Mortgage of Real Estate and Agreement for Modification of Note and Mortgage and that (s)he together with the other named witness witnessed the execution thereof.

Mary N. Sullens

SWORN to before me this 8th day of

September, 19 81
Eric G. Hawkins, (S.)

Notary Public for South Carolina
 My Commission Expires: _____

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