

WHEREAS, by Declaration of Trust dated December 22, 1975 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1029, at Page 431, the Mortgagor did declare, confirm and agree that legal title to the property covered by the above described Mortgage of Real Estate is owned and held by Diran Executive Plaza, a Limited Partnership organized under the laws of the State of South Carolina, and that the said Dan E. Bruce, Thomas S. Bruce and James E. Jones, Jr. hold title in their individual names in trust as Nominees for Diran Executive Plaza, subject to the direction of any two of the General Partners of the Partnership; and

WHEREAS, by deed dated December 22, 1975, initially recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1029, Page 429, and re-recorded in said R.M.C. Office in Deed Book 1030, Page 770, Naturaland Trust conveyed all of its right, title and interest in the property to Dan E. Bruce, Tom S. Bruce and James E. Jones, Jr., as Trustees under the aforesaid Declaration of Trust and has no further ownership interest in the property; and

WHEREAS, the entire amount of One Million One Hundred Twenty Thousand Dollars (\$1,120,000.00) has been disbursed on the loan and the Mortgage Note and Mortgage of Real Estate provide that in such event the amount so disbursed shall be payable, with interest on the unpaid principal balance at the rate of eight and seven-eighths (8-7/8%) per cent per annum, in equal successive monthly installments of Eight Thousand Nine Hundred Twelve and No/100 Dollars (\$8,912.00) each, applied first to interest and then to principal; and

WHEREAS, the Mortgagor and Mortgagee have agreed to modification of the aforesaid Mortgage of Real Estate, and the Mortgage Note which it secures, to provide for an increase in the interest rate from eight and seven-eighths (8-7/8%) per cent per annum to nine and one-eighth (9-1/8%) per cent per annum and to reflect the increased amount of the monthly