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STATE OF SOUTH CAROLINA) 10 15 M 104

COUNTY OF GREENVILLE SOUTH SLEY

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THIS AGREEMENT, made and entered into as of the 1st day of December, 1983, by and between PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, a Tennessee corporation (hereinafter called "Mortgagee"), and PROVIDENT NATIONAL ASSURANCE COMPANY, a Tennessee corporation (hereinafter called "Note Holder"), and J. E. SIRRINE COMPANY, a South Carolina corporation (hereinafter called "Mortgagor");

WITNESSETH:

WHEREAS, the Mortgagee is the present owner and holder of that certain real estate mortgage (the "Mortgage"), dated March 30, 1983, from Mortgagor to the Mortgagee and recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1599 at page 651, together with one of the two promissory notes described in and secured by the Mortgage, the other having been endorsed to the Note Holder on March 30, 1983, Mortgage Note Number One (Note No. 1) being in the face amount of \$5,000,000.00 and held by the Note Holder, and Mortgage Note Number Two (Note No. 2) being in the face amount of \$3,000,000.00 and held by the Mortgagee; and

WHEREAS, the present unpaid principal balance of Note No. 1 is \$4,822,404.65 and the present unpaid principal balance of Note No. 2 is \$2,893,442.79; and

WHEREAS, Mortgagor is presently the owner of the land, improvements and other property described in and conveyed by the Real Estate Mortgage; and

WHEREAS, the parties hereto have agreed to modify and amend Note No. 1, Note No. 2 and the Mortgage as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants herein made, and other valuable considerations, the parties hereto agree as follows:

1. Note No. 1 is hereby amended by changing the interest rate thereon from 12 1/4% per annum to 12 1/2% per annum and by providing that from and after the date hereof, the same shall be payable as follows:

\$59,476.32 shall be payable on the first day of January, 1984, and a like amount shall be payable on the first day of each month thereafter until the first day of April, 1993, on which last mentioned date the entire unpaid balance of principal and interest shall be due and payable. Each monthly payment shall be applied first to accrued interest and the balance to principal.

CLASSING STATES OF THE STATES