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(1) The terms of the aforesaid note and mortgage are hereby amended and modified to provide for payment of principal and interest as follows:

The principal sum of \$270,000.00 shall be payable in in four installments of \$6,750.00 each on the last day of May, 1976, the last day of August, 1976, the last day of November, 1976 and the last day of Pebrurary, 1977; and four installments of \$13,500.00 each on the last day of May, 1977, the last day of August, 1977, the last day of November, 1977 and the last day of February, 1978; and a final payment of \$189,000.00 shall be due and payable on May 31, 1978. The interest upon the outstanding principal balance shall be payable at the rate of 12% per annum, said interest to be calculated on the basis of a three hundred and sixty day year, said interest to be computed from the date hereof and to be due and payable on the first day of each month hereafter on the balance of the principal outstanding.

- (2) All of the terms of the aforesaid note and mortgage not modified by this Agreement shall remain unchanged and the aforesaid note and mortgage as herein modified and amended are hereby ratified and confirmed in all respects.
- (3) It is understood and agreed that it shall not be necessary for the Mortgagor to execute a Promissory Note, but that the Agreements made herein shall constitute a modification of the original note and mortgage dated May 31, 1974.
- (4) This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the date first above written.

By: 7. H. Suitt; General Partner

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C. DOUGLAS WILSON & CO.

(SEAL)

Assistant Vice President

Witness:

Contact 3 Beer

LEATHERWOOD, WALKER, TODD & MANN

COURSED OR HEAL PAREN