GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA)

FIRST AMENDMENT TO

COUNTY OF GREENVILLE

FIRST MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT made and entered into as of the 10 day of February, 1977, by and between First Hartford Realty Corporation, a Delaware corporation, hereinafter called "Mortgagor" and Citizens Mortgage Corporation, a Delaware corporation, hereinafter called the "Mortgagee".

WITNESSETH:

WHEREAS, by a certain mortgage instrument (the "Mortgage") dated January 28, 1977, and recorded January 31, 1977, in the RMC Office for Greenville County, South Carolina in Mortgage Book 1388 at Pages 158 through 174, Mortgagor encumbered to Mortgagee certain real property therein described on the terms and conditions therein contained as security for a certain note in the amount of Fifteen Million (\$15,000,000.00) Dollars; and

WHEREAS, it is the desire and intent of Mortgagor and Mortgagee to amend the Mortgage;

NOW, THEREFORE, in consideration of the premises and the sum of Ten (\$10.00) Dollars in hand paid by Mortgagee to Mortgagor, the receipt and adequacy of which is hereby acknowledged, the Mortgage is hereby modified and amended as follows:

- 1. Subparagraph 1.05(b) of Article One is hereby deleted and the following language substituted therefor:
 - "(b) Mortgagor shall not permit or suffer for more than thirty (30) days after receipt by Mortgagor of written notice from Mortgagee any mechanics', laborers', materialmen's, statutory or other lien upon any of the Mortgaged Property."
- 2. Paragraph 3.07 of Article Three is hereby deleted in its entirety and the following substituted therefor:
 - "3.07 <u>Default Rate</u>. The default rate shall be sixteen (16%) per cent per annum."

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