

V1023-101

Cunningham and Summers note and mortgage and shall thereafter assign the same to C & S and the McNamaras, who shall collect all remaining principal sums due thereunder in the sum of fifty-five (55%) to C & S and forty-five (45%) per cent to the McNamaras as releases under their respective \$408,100.00 and \$333,900.00 notes and mortgages aforesaid.

V.

Paragraph VII of the original Agreement between the parties, dated July 7, 1973, is amended to provide that the obligation of Fidelity Federal to pay out to Holly Tree, C & S and the McNamaras any sums on principal or interest on said Cunningham and Summers note and mortgage is conditioned upon the fact that no default exists in the terms of the said \$2,000,000.00 note and mortgage executed by Holly Tree to Fidelity Federal, dated February 1, 1973, and in the \$160,000.00 note and mortgage executed by Holly Tree to Fidelity Federal, dated November 15, 1974.

VI.

It is the intention of this Amendment to the original agreement between the parties as amended by a First Amendment, that Fidelity Federal shall collect the total sum of \$377,170.00 toward which the aforesaid \$100,080.00 shall be credited and that the balance due on said note and mortgage shall be paid over and remitted to C & S and the McNamaras, who shall participate therein as junior lienholders after satisfaction of the aforesaid original and additional obligations to Fidelity Federal.

VII.

The terms and conditions contained herein shall be construed to be supplemental in agreement to the terms and conditions of all notes and mortgages given by Holly Tree to Fidelity Federal, C & S and the McNamaras, recorded in the RMC Office for Greenville County, S. C., and to the \$160,000.00 note and mortgage to be recorded.

VIII.

The terms and conditions contained herein shall inure to the benefit of and become binding upon the undersigned parties, their heirs, assigns, successors, executors and administrators. Except as herein