In consideration of the premises and of the sum of Three (\$3.00)

Dollars, each to the other paid, receipt of which is hereby acknowledged, the parties hereto (Mortgagor and Mortgagee) agree as follows:

1. That the mortgage executed by W & T Corporation to Carolina Life Insurance Company on the 23rd day of August, 1955, securing the sum of One Hundred Thirty-five Thousand (\$135,000.00) Dollars, and recorded in the Office of the Register of Mesne Conveyances for Greenville County, South Carolina, in Mortgage Book 649 at page 313, and the note secured thereby are hereby modified and amended by striking from the original note, and from the copy thereof appearing in said mortgage, the paragraphimmediately following the words, "said interest and principal sum to be paid in installments as follows:", and inserting in lieu thereof a new paragraph in words and figures as follows:

"Beginning on the 10th day of April, 1959, and onthe 10th day of each month thereafter, the sum of Nine Hundred Sixty-one and 45/100 (\$961.45) Dollars, to be applied on the principal and interest of this note until the 10th day of March, 1969, when any balance remaining due on principal, with accrued interest, shall be payable in full. The aforesaid monthly payments of Nine Hundred Sixty-one and 45/100 (\$961.45) Dollars each are to be applied first to interest at the rate of four and one-fourth (4½) per cent per annum on the principal sum of Ninety-three Thousand Eight Hundred Forty-six and 30/100 (\$93,846.30) Dollars, or so much thereof as shall from time to time remain unpaid, and the balance of each monthly payment shall be applied on account of principal; all installments of principal and interest of this Note being payable at the Kome Office of the Carolina Life Insurance Company, at Columbia, South Carolina, in lawful money of the United States of America."

2. That the note and mortgage, except as herein modified, shall remain in full force and effect, as originally written.