SECOND MODIFICATION OF MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: John D. Hollingsworth, hereinafter referred to as "Mortgagor," SENDS GREETINGS:

WHEREAS, Mortgagor is the owner of the property situated in the County of Greenville, State of South Carolina, as legally described herein and hereinafter sometimes referred to as "Premises"; and

WHEREAS, Mortgagor has given North Carolina National Bank, a national bank hereinafter referred to as "Bank," a mortgage in the principal amount of Four Million One Hundred Fifty Thousand (\$4,150,000.00) Dollars securing a promissory note dated August 26, 1977, which note was assigned by North Carolina National Bank to American National Insurance Company by assignment of even date herewith and which note was modified of even date herewith, hereinafter referred to as the "Promissory Note," and which note as modified is payable to the order of American National Insurance Company, hereinafter referred to as "Mortgagee," which Promissory Note is herein incorporated by reference, and which note is also secured by an assignment of leases and rents relating to leases of the Premises and hereinafter referred to as the "Assignment of Rents"; and

WHEREAS, the Mortgagor and the Mortgagee desire to further amend that certain Mortgage of Real Estate and Security Agreement given by Mortgagor to Mortgagee dated August 26, 1977, and recorded in the office of the Register of Mesne Conveyances for Greenville County, South Carolina, in Mortgage Book 1408 at page 212, and modified by Modification and Amendment to

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