STATE OF SOUTH CAROLINA

LOAN MODIFICATION AGREEMENT

COUNTY OF GREENVILLE

THIS AGREEMENT made this 29th day of August , 1979, between The Citizens and Southern National Bank of South Carolina, a corporation chartered under the Laws of The United States, hereinafter called "Citizens", Piedmont Nursing Center, Inc. of Greenville, hereinafter called "Piedmont" and John W. Orvin, hereinafter called "Orvin"

## WITNESSETH:

WHEREAS, Citizens is the owner and holder of a promissory note dated May 26, 1976, executed by John W. Orvin d/b/a Orvin Inn of Greenville, in the original amount of \$235,576.00 and secured by a mortgage on the premises as described in mortgage recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1369, page 8. Said mortgage was recorded on June 1, 1976, and

WHEREAS, John W. Orvin, in signing the original note and mortgage as set out above, became personally liable for the said indebtedness and is still personally liable, and

WHEREAS, said mortgage was assumed by Piedmont as will appear by reference to deed from John W. Orvin d/b/a Orvin Court of Greenville, recorded in the RMC Office for Greenville County in Deed Book 1051, page 545, and

WHEREAS, Piedmont and Citizens desire to modify the terms of said note and mortgage as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter expressed, it is understood and agreed as follows:

- 1. The principal indebtedness now remaining unpaid on said loan is \$\frac{205,220.09}{}, \text{ the interest rate from the date hereof shall be 9 3/4%} per annum and said unpaid principal and interest shall be payable in monthly installments of \$2,460.00 each on the first day of each month hereafter, until principal and interest are fully paid; the balance of said principal and interest if not sooner paid shall be due and payable on the 12th day of August, 1991.
- 2. For and in consideration of the renewed acknowledgment of the personal indebtedness of John W. Orvin as set forth in the original note and mortgage, Citizens agrees and hereby releases all securities other than the above described real property with improvements thereon which are now being held as additional collateral for this loan.

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