

FIRST AMENDMENT TO MORTGAGE
OF REAL ESTATE AND SECURITY AGREEMENT

This First Amendment to Mortgage of Real Estate and Security Agreement is entered into as of the 8 day of August, 1980, by and between Lincoln-Overlook Associates Limited ("Lincoln"), a South Carolina limited partnership, and The Philadelphia Savings Fund Society ("PSFS").

RECITALS:

A. Lincoln as Mortgagor entered into that certain Mortgage of Real Estate and Security Agreement (the "Mortgage"), dated December 1, 1975, for the benefit of C. Douglas Wilson & Co., as Mortgagee, recorded on December 2, 1975, in Mortgage Book 1354, Page 883, et seq. in the RMC Office, Greenville County, South Carolina, which Mortgage covers all that certain real property situated in Greenville County, South Carolina, described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes and which Mortgage has been assigned by C. Douglas Wilson & Co. to PSFS.

B. Lincoln and PSFS desire to amend the Mortgage to modify its covenants concerning the transfer of interests in and title to the mortgaged premises covered by the Mortgage.

NOW, THEREFORE, for good and valuable consideration paid by PSFS to Lincoln, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The Fifteenth Paragraph of Article I of the Mortgage is deleted in its entirety and the following substituted:

No interest or title in or with respect to the Premises or any benefit of this mortgage loan including its interest rate shall be transferred without the prior written approval of the Mortgagee, except by will or under the applicable intestate laws of descent and distribution. If the Mortgagor or any of its successors or assigns is a general or limited partnership or corporation, then the interests of the legal or beneficial owners of the Mortgagor shall not be diminished, liquidated, or transferred without the prior written approval of the Mortgagee, except by will or under the applicable intestate laws of descent and distribution. In the event of any violation of this provision, the entire unpaid balance of the principal indebtedness, together with all interest thereon and all other sums secured by or due with respect to the mortgage, shall become due and payable immediately without notice to the Mortgagor, and shall be recoverable by the Mortgagee forthwith or at any time thereafter, without stay of execution or other process. Any consent given hereunder shall pertain to that transfer only and shall not obligate the Mortgagee to approve any further transfer. The Mortgagor acknowledges that the Mortgagee will not consent to (i) any transfer of less than the entire mortgaged premises, or (ii) any transfer in any form, including but not limited to a sale and leaseback, which has the effect of creating additional expenses to or charges against the project involving the mortgaged premises. Subject to these limitations, the consent