- 5. WHEREAS, there is an error in said written legal description which the parties wish to correct hereby; and
- 6. WHEREAS, the Mortgagor, Mortgagee and Secretary mutually desire to amend the written legal description included in said Mortgage, Building Loan Agreement and Regulatory Agreement.

## NOW THEREFORE:

1. In consideration of One Dollar (\$1.00) in hand paid to the Mortgagee, receipt of which is hereby acknowledged, and other valuable consideration, the parties hereto agree to amend the written legal description attached to said Hortgage, Building Loan Agreement and Regulatory Agreement, as follows:

## Amendment No. 1

The written legal description as presently attached to said Hortgage, Building Loan Agreement and Regulatory Agreement is hereby deleted and substituted with the following legal description:

All that tract or parcel of land situate, lying and being in Greenville County, State of South Carolina and being more particularly described as follows:

Commencing at the point of intersection of the centerline of Old Spartanburg Road and the easterly right-of-way line of Cunningham Road and from said point, thence run along said easterly right-of-way line of Cunningham Road as said right-of-way presently exists, a distance of 1178.0 feet to an iron pin placed, which iron pin is the point of beginning; thence run North 05 degrees 12 minutes East, a distance of 128.7 feet to a point; thence run North 02 degrees 43 minutes East, a distance of 226.8 feet to an iron pin found; thence run North 85 degrees 55 minutes East, a distance of 726.5 feet to an iron pin placed; thence run South 04 degrees 43 minutes West, a distance of 107.4 feet to an iron pin found; thence run South 17 degrees 28 minutes East, a distance of 253.0 feet to an iron pin found; thence run South 85 degrees 54 minutes West, a distance of 816.3 feet to an iron pin placed and the point of beginning.

the security now held for said indebtedness, or alter, waive, annul, vary or affect any provision, condition, or covenant therein, except the written legal description, as herein provided, nor affect or impair any rights, powers, or remedies, under the said Note or Hortgage, Building Loan Agreement and Regulatory Agreement, it being the intent of the parties hereto that the terms and provisions of said Note, Hortgage, Building Loan Agreement and Regulatory Agreement shall continue in full force and effect except as modified hereby.