300x1547 PAGE 772

JUL 23 12 45 PM 181

STATE OF SOUTH CAROLINA)

ONNIE S. TANAERSLEY

ONNI

THIS AGREEMENT made and entered into this 23.2 day of 1981, and between THE SOUTH CAROLINA NATIONAL BANK, a national banking association (hereinafter called "Payee") and PARA-CHEM SOUTHERN, INC. hereinafter call "Payor".

WITNESSETH:

WHEREAS, Payee is the owner and holder of a Promissory Note dated April 7, 1977, in the original principal amount of \$750,000.00 which Note is secured by a Mortgage of even date and like amount and recorded April 7, 1977, in the office of the Register Mesne Conveyence for Greenville County, South Carolina, in Book 1394 at Page 35; and

WHEREAS, Payor, as of the date of this agreement, is the owner of the real property as more fully described and set forth in said Mortgage; and

WHEREAS, the Mortgage Note dated April 7, 1977, is additionally secured by a Security Agreement of even date therewith; and

WHEREAS, the parties hereto have agreed to a modification of said Mortgage Note, Mortgage and Security Agreement, as more fully hereinafter set forth, which Modification is in the mutual interest of the parties hereto.

NOW, THEREFORE, in consideration of the promises and covenants herein and the sum of One (\$1.00) Dollar paid to each party by the other party hereto, the receipt of which is hereby acknowledged, it is mutually covenanted and agreed:

1. There is hereby released from the lien of the Security Agreement the following collateral: Inventory and Accounts Receivable, including any substitution or replacement therefore.

The security interest in all other goods as set forth in said Security Agreement dated April 7, 1977, shall continue in full force except as expressly modified by this Agreement.

- 2. The principal indebtedness now remaining unpaid on said loan is \$631,548.58; the interest rate from July 16, 1981, forward shall be twelve and seven-eighths percent (12 7/8%) per annum; and the said unpaid principal and interest shall be payable as follows: in sixty-eight (68) equal consecutive monthly installments on the fifteenth (15th) of each month beginning on the fifteenth (15th) of August, 1981; with the sixty-ninth (69th) monthly installment, representing the balance of said principal and interest, being due and payable on the fifteenth (15th) day of April, 1987.
- 3. It is further agreed that in all other respects the said Mortgage Note and Mortgage are hereby ratified and affirmed and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

WITNESSES:

THE SOUTH CABOLINA NATIONAL BANK

BY:

STATE OF THE SOUTHERN, INC.

BY: It he willing to the southern, INC.

BY: It he willing to the southern of the southern of

1328 RV.2