NOW, THEREFORE, in consideration of the loan herein mentioned and to secure its repayment and the faithful performance of all covenants and conditions hereinafter set forth and as set forth in the original First Mortgage and Security Agreement, and in further consideration of the sum of Three and No/100 (\$3.00) Dollars in hand paid by said Mortgagee to Mortgagor, the receipt and sufficiency of which are both hereby acknowledged, Mortgagor and Mortgagee do hereby agree that said Mortgage is amended by deleting therefrom the legal description attached thereto as Exhibit "A" and substituting in lieu thereof the legal description as shown on Exhibit "A-1", attached hereto and incorporated herein by reference and made a part hereof.

TO HAVE AND TO HOLD all of the property shown on Exhibit "A-1", attached hereto, and all rights and privileges to the use, benefit and behoof of Mortgagee, its successors and assigns, in fee simple forever.

EXCEPT as expressly herein amended, all terms, conditions, covenants, agreements and undertakings as contained in said original First Mortgage and Security Agreement shall remain of full force and effect and unchanged by the within Amendment and are hereby ratified and reconfirmed by the Mortgagor as though each and every provision therein were fully set forth in this First Amendment.

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have caused this First Amendment to First Mortgage and Security Agreement to be duly executed and delivered the day and year first above written.

IN THE PRESENCE OF:

MORTGAGOR:

GILREATH/SMALL DEVELOPMENT CO.,

a General Partnership

Ву:\_\_

Ate Partner