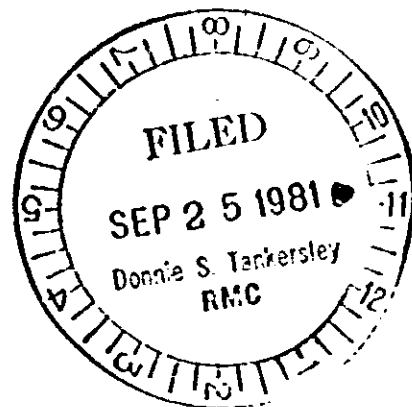


APPROPRIATE  
FILED *Enc*



STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

MORTGAGE OF REAL ESTATE AND  
AGREEMENT FOR MODIFICATION  
OF NOTE AND MORTGAGE

THIS AGREEMENT made and entered into as of the 25th day of March, 1981, by and between THE SOUTH CAROLINA NATIONAL BANK, a national banking association having its principal office in Columbia, South Carolina (hereinafter called "Payee"), and HERBER CO., INC., a corporation, having its principal place of business in Greenville, South Carolina, JAMES A BREWER, Individually, and STEPHEN A. BREWER, Individually (hereinafter collectively called "Maker").

WITNESSETH:

WHEREAS, Payee is the owner and holder of a Note of Maker to Payee dated June 25, 1980, in the original principal amount of Thirty-six Thousand Seven Hundred Fifty and no/100 (\$36,750.00) Dollars (the "Note"), which Note is secured by a Mortgage of even date and like amount recorded in Book 1506 at Page 102 in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina (the "Mortgage"); and

WHEREAS, Maker as of the date of this Agreement is the owner of the real property presently subject to the lien of said Mortgage; and

WHEREAS, by instrument dated <sup>SEP</sup> June 8, 1981, recorded in Book 1553 at page 715 in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina, Maker did secure the Note with additional mortgages and did pledge the Mortgage to secure indebtedness other than that covered by the Note, all as set forth in said document; and

WHEREAS, the maturity date of said Note and Mortgage has expired and Maker is now in default of payment of such loan; and

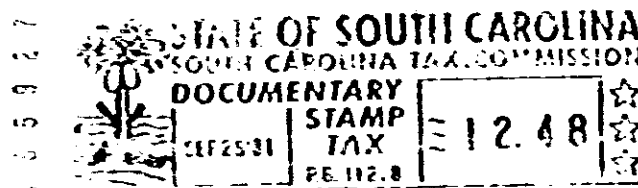
WHEREAS, the parties hereto have agreed to a modification of said Note and Mortgage, as more fully hereinafter set forth, which said Modification is in the mutual interest of the parties hereto; and

NOW, THEREFORE, in consideration of the premises hereof, the mutual promises and benefits to be derived and the sum of One and no/100 (\$1.00) Dollar paid to each party by the other party hereunto, the receipt of which is hereby acknowledged, it is mutually covenanted and agreed as follows, to-wit:

1. The principal balance of the Note in the amount of Thirty-six Thousand Seven Hundred Fifty and no/100 (\$36,750.00) Dollars, together with any interest accrued and unpaid and all other sums due Payee thereunder, shall be due and payable October 6, 1981.
2. Interest on the outstanding principal balance of the Note shall continue to accrue at the rate of fourteen (14%) Percent per annum and shall be next due and payable October 6, 1981.
3. The Maker acknowledges, represents, warrants, and confirms to the Payee the following: (a) the Note and Mortgage are valid and binding and free from all infirmities of any nature whatsoever; and (b) the Mortgage constitutes a first lien against the property encumbered thereby.
4. It is further agreed that execution of this Agreement shall not release the Maker or any other party to the Note or any undertaking in connection therewith, nor shall this Agreement effect any release of any collateral given at any time to secure payment of the Note or said undertakings.
5. The Maker represents that no consent of any person, firm, or corporation not a party hereto is required, and the Maker agrees to indemnify and hold harmless the Payee from and against any and all claims, demands, expenses, losses, damages, or liability whatsoever, including attorneys' fees, arising out of the failure to obtain the consent of any person not a party hereto.
6. It is further agreed that nothing herein shall mean or be construed to call for a rate of interest in excess of that allowed to be charged by the State of South Carolina or of the United States and that, if the provisions hereof shall be determined to call for a rate of interest in excess of the maximum rate allowed by said laws, then immediately and without necessity of any further action, the interest rate herein provided shall be retroactively reduced to the maximum rate allowed by said laws.
7. In all other respects, the said Note and Mortgage are hereby ratified and affirmed and remain unchanged and in full force and effect.
8. This Agreement shall be binding on the parties hereto and their successors and assigns.

Lot 7  
Cedars  
S/D

1553 719



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