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IO.

Upon completion, this additional floor and these equipment and machinery (hereinafter collectively referred to as "Project B") will serve as part of the St. Francis Community Hospital's administrative and central service facility; and

WHEREAS, by Resolution of March 16, 1982 and related Assistance Agreement of March 16, 1982, Greenville County, South Carolina has committed to assist St. Francis Community Hospital in financing the costs of Project A that exceed the proceeds of the 1981 Bond, and the costs of Project B; and

WHEREAS, it has been determined that, in order to finance said facility and equipment and these necessary related expenses, Greenville County, South Carolina will issue, sell and deliver to the Southern Bank and Trust Company its Greenville County, South Carolina, Hospital Revenue Bond (St. Francis Project), Series 1982, in the principal amount of Five Hundred Fifty Thousand Dollars (the "1982 Bond"); and

WHEREAS, the Southern Bank and Trust Company has agreed to purchase the 1982 Bond upon receipt from the County of adequate security for payment of all amounts payable under the 1982 Bond; and

WHEREAS, the County has agreed to loan to the Hospital the proceeds from the issuance and sale of the 1982 Bond upon receipt by the County of the Hospital's \$550,000 Note committing it to pay all amounts payable under the 1982 Bond and also upon receipt by the County from the Hospital of adequate security for payment of these amounts;

WHEREAS, in connection with the 1981 Bond, the Hospital and the County entered into and executed on August 10, 1981 a Mortgage (the "Mortgage") pursuant to which the Hospital mortgaged to the County certain real property;

WHEREAS, the County and the Hospital wish to amend such Mortgage to provide for the granting of a mortgage in connection with the 1982 Bond, as well as the 1981 Bond, and for other related purposes.

NOW, THEREFORE, in consideration of the mutual covenants, it is hereby agreed as follows:

A. The second full paragraph on page 2 of the Mortgage is hereby amended in the respects shown by the following underlining to read as follows:

NOW, THEREFORE, KNOW ALL MEN, that in consideration of \$1.00 in hand paid at and before the execution and delivery of these