

IT IS FURTHER MUTUALLY AGREED by and between the parties hereto that nothing herein contained shall in anywise impair the security now held on said indebtedness, nor shall waive, annul, vary, alter or affect any paragraph, provision, condition, covenant, or agreement contained in said Variable Interest Rate Note or Mortgage, except as specifically hereinabove recited, nor shall same affect or impair any rights, powers, or remedies under the said Variable Interest Rate Note and Mortgage or either of them.

FURTHERMORE, this agreement shall be binding upon any assignee or successor in interest of the parties hereto.

FURTHERMORE, the parties hereto agree that this Modification Agreement is and shall be construed as a modification and not a Novation.

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

Grantor/Borrower: *Low M. Soper*

Ernelyn J. Papalino

Witness: *Haiunt Davis*

Henry G. Sloan

Mortgagee/Lender: WACHOVIA BANK & TRUST COMPANY, N. A.

Robert M. ...

By its Vice President

ATTEST

Myron W. Cross
Assistant Secretary

Witness: *John W. ...*

Delia D. Pepper

10 2 4 8

4328 IV-2