

2. The number "\$2,000,000.00" which appears in Article 8 of the Mortgage is hereby deleted in its entirety and the number "\$1,990,875.39" is hereby substituted in lieu thereof.

3. Except as herein specifically amended, all terms and provisions of the Mortgage shall remain in full force and effect and unamended.

IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have caused this instrument to be signed, sealed and delivered the day and year first above written.

Signed, sealed and delivered in the presence of:

Sanford H. Zatzoff  
Witness

Peggy B. Cleveland  
Witness

BENT OAK ASSOCIATES, a South Carolina limited partnership acting by and through its corporate general partner, The Pacific Income Plan Company of California, a California corporation

By: The Pacific Income Plan Company of California, a California corporation, corporate general partner

By: [Signature]  
Sidney Bloom, Regional Vice President-Acquisitions

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

Kathy H. Rollins  
Witness

RUNION-WILLIAMS, a South Carolina limited partnership acting by and through its sole general partner

By: C.E. Runion (SEAL)  
C.E. Runion, sole general partner

STATE OF GEORGIA )  
                          )  
COUNTY OF COBB )

PERSONALLY APPEARED before me SANFORD H. ZATCOFF and made oath that ~~he~~ she saw the within named Sidney Bloom, as Regional Vice President-Acquisitions of The Pacific Income Plan Company of California, corporate general partner of Bent Oak Associates, a South Carolina limited partnership, sign, seal and as the act and deed of The Pacific Income Plan Company of California, as corporate general partner of Bent Oak Associates, deliver said First Amendment

0114

2328-11-21