GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA [1] 9 27 M '84 MODIFICATION AGREEMENT COUNTY OF GREENVILLED S. TARKERSLEY R.M.C.

Laurel Woods Apartments, Phase 1, a South Carolina General Partnership

Mortgagor,

South Carolina National Bank,

to

Mortgagee.

Recorded: May 26, 1982 at 2:51 p.m. in Mortgage Book 1571, at page 31.

Re-recorded: June 18, 1982 at 4:22 p.m. in Mortgage Book 1573, at page 167.

Dated: May 26, 1982 Original Principal: \$4,793,200.00

THIS MODIFICATION AGREEMENT is made this <u>8th</u> day of <u>June</u>, 1984, by and between South Carolina National Bank (hereinafter referred to as "Mortgagee") and Laurel Woods Apartments, Phase 1, a South Carolina General Partnership (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor did on May 26, 1982, execute its Mortgage Note and Mortgage in favor of South Carolina National Bank; and

WHEREAS, said Mortgage Note was in the principal amount of Four Million Seven Hundred Ninety-three Thousand Two Hundred and no/100 (\$4,793,200.00) Dollars, said Mortgage securing the payment of such principal amount, together with interest thereon; and

WHEREAS, said Mortgage was thereafter recorded in the Office of the R.M.C. for Greenville County, South Carolina, in Mortgage Book 1571, at page 31, on May 26, 1982, and re-recorded in the Office of the R.M.C. for Greenville County, South Carolina, in Mortgage Book 1573, at page 167, on June 18, 1982; and

WHEREAS, the loan amount as detailed in said Note and Mortgage has been reduced and because of said reduction, the monthly payments of principal and interest have likewise been reduced; and

WHEREAS, the parties hereto desire to modify said Note and Mortgage by modifying the principal amount of said Note and Mortgage and the resulting changes in the monthly payment.

NOW, THEREFORE, it is agreed between the parties hereto, their successors and assigns, that the Note and Mortgage hereinabove referenced be modified with respect to the face amount and payments of principal and interest as follows:

- (a) That the face amount of said Note and the secured indebtedness is decreased to Four Million Four Hundred Twenty Thousand Nine Hundred----and no/100 (\$4,420,900.00) Dollars.
- (b) The payments due on principal and interest, as contained in said Note and Mortgage, are amended by deleting the sum of \$39,762.41 and inserting in lieu thereof the sum of \$36,673.96 .

EXCEPT as herein provided, it is expressly understood and agreed that said Note and Mortgage shall remain otherwise in full force and effect and nothing herein shall effect or impair any rights and powers which the Mortgagee may have thereunder.

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