GREENWILL GO. S.C.

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Jul 6 4 17 PH '84 DONNIE S. TARKERSLEY

Recording requested by and when recorded return to: Sheppard, Mullin, Richter & Hampton 333 S. Hope St., 48th Floor Los Angeles, California 90071

Attn: Jeffrey S. Turner, Esq.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FIRST AMENDMENT OF ASSIGNMENT OF MORTGAGE

This First Amendment of Assignment of Mortgage ("First Amendment") is entered into and dated as of WNO 25, 1984, between Lifetime Communities, Inc. ("Assignor") and Security Pacific National Bank ("Assignee"), whose address is 333 S. Hope St., Los Angeles, California 90071. This First Amendment is made with reference to the following facts:

- By a previous "Assignment of Mortgage" dated October 13, 1982, and recorded in the RMC office for Greenville County, South Carolina, on October 14, 1982 in Mortgage Book 1583 at Pages 200 et seq., Assignor assigned to Assignee all of its right, title and interest in and to that certain "Mortgage," as described therein, and the note secured thereby, as security for payment of a "Promissory Note" dated as of October 14, 1982 in the original principal amount of \$18,500,000.
- Said Promissory Note was executed pursuant to a "Term Loan Agreement" dated as of October 14, 1982 between Lifetime Communities, Inc. and its subsidiaries (collectively, the "Borrowers") and Assignee.
- Concurrently with the execution of this First Amendment, Assignee and the Borrowers are entering into an "Amended and Restated Loan Agreement" whereby Assignee will from time to time make advances and extend credit not to exceed in the aggregate \$12,000,000. The Amended and Restated Loan Agreement will supercede the Term Loan Agreement. Pursuant to the Amended and Restated Loan Agreement, Borrowers:

*recorded in Mortgage Book 1395 at page 118

[BRECKINRIDGE ASSOCIATES] 1

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