MODIFICATION AGREEMENT

WHEREAS, February 10, 1982, Jamile J. Francis (hereinafter referred to as Mortgagee) co-signed a Promissory Note of James P. Bates (hereinafter referred to as Mortgagor) with Bankers Trust of South Carolina in the amount of \$2,482.38, payable in 18 monthly installments of \$137.91 each, commencing March 10, 1982;

WHEREAS, on or about February 16, 1982, Mortgagor executed and delivered to Mortgagee his Indemnification Agreement whereby he agreed to indemnify and hold Mortgagee harmless from any and all loss or damage arising out of Mortgagee's co-signing of the Note;

WHEREAS, on or about February 16, 1982, Mortgagor executed and delivered to Mortgagee his Mortgage of Real Estate to secure the Indemnification Agreement, such Mortgage having been recorded in the RMC Office for Greenville County in Volume 1564 at page 24;

WHEREAS, on April 6, 1983, the parties modified the Promissory Note, Indemnification Agreement, and Mortgage;

WHEREAS, Mortgagor has requested Bankers Trust of South Carolina to modify the Promissory Note again and has asked Mortgagee to co-sign the modification of the Promissory Note; and

WHEREAS, Mortgagor desires to modify the Indemnification Agreement of February 16, 1982, and the Mortgage of Real Estate of February 16, 1982, in order to conform to the terms of the modified Note to Bankers Trust of South Carolina.

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