

position of the South Carolina National Bank in the same and subsequently to extend the final due date of said mortgage from February 1, 1987 until July 1, 1993; and

WHEREAS, CAPITAL is relying on said agreements and representations in purchasing the Tanglewood Apartments property.

NOW THEREFORE, for and in consideration of the foregoing premises and the payment of One Dollar (\$1.00), the receipt of which is hereby acknowledged, SOMETHING ELSE agrees as follows:

1. SOMETHING ELSE hereby agrees absolutely and unconditionally that on or before February 1, 1987, William C. Freeman, Trustee, or his successors and assigns, will be paid the net equity position due him, approximately Six Five Thousand and No/100 (\$65,000.00) Dollars, and that the Note from William C. Freeman, Trustee, to Something Else Partnership, will be cancelled and delivered to William C. Freeman, Trustee, in order to effectuate an assignment of the second wrap-around mortgage on the Tanglewood Apartments to Something Else Partnership which assignment shall be accomplished.

2. Upon Something Else Partnership acquiring said second wrap-around mortgage it shall extend the terms of said mortgage so its final payment shall be due on July 1, 1993 and all payments due thereunder shall continue to be made to Something Else Partnership.

3. SOMETHING ELSE further agrees that it shall pay to the South Carolina National Bank, when due, all monies secured by said collateral assignment and shall receive back from South Carolina National Bank the re-assignment of said equity position which will then be assigned and delivered to CAPITAL as herein set forth.

4. As a part of the assurances granted by SOMETHING ELSE hereunder, it hereby assigns, transfers and sets over unto Capital Growth Corporation, its successors and assigns, all of its right, title and interest in and to that certain Promissory Note dated January 2, 1981 from Tanglewood Townhomes,

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