recording fees; provided, however, the net proceeds shall not be less than Seven Thousand and 00/100 (\$7,000.00) Dollars. The Bank reserves the right to apply the said proceeds to either principal or interest at its discretion.

- 4. It is further agreed that the remaining terms and provisions of the original mortgage note and mortgage shall remain in full force and effect except as may be inconsistent with the provisions outlined hereinabove.
- 5. It is further agreed that this Modification Agreement does not represent a new obligation but is a substitution of the terms and provisions for paying and satisfying the indebtedness as provided for in the original mortgage note and mortgage.
- 6. It is further agreed that in the event it becomes necessary to foreclose the note and mortgage, the Bank will not seek a deficiency judgment against Miss Hudson.
- 7. This Agreement to be null and void in the event Miss Hudson is unable to obtain title to the secured property as set forth under the terms of that certain Agreement between Miss Hudson and the Trustee in Bankruptcy for Southland Properties, Inc. dated December 13, 1977, copy of which is attached and marked as Exhibit "B".

IN WITNESS WHEREOF, the parties have set their hands and seal this day and year first written above.

In the Presence of:

THE SOUTH CAROLINA NATIONAL BANK

BY:

Cecelia 2. Shaw

Shown & Blackwill

Volola & Mittlell C

Blanche Eugenia Hudson

WE CONSENT:

Trustee in Bankruptcy for SOUTHLAND PROPERTIES, INC.

BY: Hull Summer

4328 RV.2

AND STREET

THE PARTY OF