VOL 1684 PAGE 990 FILED OCT /0 1984 Donnie S. Tankersley

This Instrument Prepared By:

Kenneth M. Greene, Esq. Falk, Carruthers & Roth, P.A. Post Office Box 540 Greensboro, North Carolina 27402

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

AMENDMENT TO MORTGAGE

**01** 

O

The same of the same

AND THE PROPERTY OF THE PARTY O

THIS AMENDMENT TO MORTGAGE, made and executed this \_\_\_, 1984, by SPECIALTY WASTE EQUIPMENT, October INC. (f/k/a Universal Equipment Co., Inc.), a South Carolina "Mortgagor"; the called hereinafter corporation, CREDIT, INC., a Connecticut BARCLAYSAMERICAN/BUSINESS corporation, hereinafter called the "Mortgagee";

## WITNESSETH:

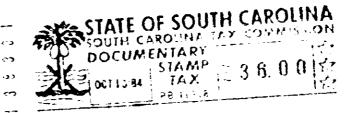
WHEREAS, on February 23, 1984, Mortgagor executed in favor of Mortgagee a Mortgage ("Mortgage") covering certain real property located in Greenville County, South Carolina, and more particularly described therein, which Mortgage was recorded on March 1, 1984, in Volumn 1650, at Page 292, R.M.C. Office of Greenville County, South Carolina;

WHEREAS, the Mortgage secures all debts, indebtedness, obligations and liabilities that are now or may hereafter be due and owing from L M Industries, Inc., a South Carolina corporation ("Borrower"), to Mortgagee, which have been unconditionally guaranteed by Mortgagor pursuant to its Unconditional Guaranty Agreement, dated February 23, 1984; and

WHEREAS, Mortgagee has increased the revolving line of indebtedness and continuing credit made available to Borrower pursuant to the terms of the General Loan and Security Agreement and other loan and financing documents between Borrower and Mortgagee, and it has been agreed that all such indebtedness shall continue to be guaranteed by Mortgagor pursuant to its Unconditional Guaranty Agreement and secured by the Mortgage;

NOW, THEREFORE, for and in consideration of the foregoing premises and of Three Dollars (\$3.00) paid by Mortgagee to Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby expressly acknowledged, Mortgagor and Mortgagee do hereby agree to amend the Mortgage as follows:

- The fourth recital on page 1 of the Mortgage is hereby amended by deleting in lines 13 and 14 thereof the words and figures "Six Hundred Fifty Thousand Dollars (\$650,000.00)" and by substituting in lieu thereof the words and figures "Seven Hundred Seventy Thousand Dollars (\$770,000.00)".
- The first paragraph on page 2 of the Mortgage is hereby amended by deleting in line 7 the figure "650,000.00" and by substituting in lieu thereof the figure "\$770,000.00".
- Except as herein amended, the Mortgage, and each and every term and provision thereof, shall remain in full force and effect.



84