

(a) The words "which is thirty (30) years after the date hereof," contained in the sixth line of the "whereas" paragraph on page one of the Mortgage, are deleted and the Mortgage is supplemented by inserting in lieu thereof the following:

"which is July 31, 1989,".

(b) The Mortgage is supplemented by inserting the words "or any heir, legal representative, successor or assign of Mortgagor's interest in the Property or any part thereof" immediately following the word "Mortgagor" in both the second and third lines of paragraph 7 of the Mortgage. By letter dated July 27, 1982, the Bank has consented to the transfer by BTP to Indepro Property Fund I, L.P., a Delaware limited partnership, of the property which is subject to the lien of the Mortgage.

(c) The Mortgage is supplemented by inserting the words "or any heir, legal representative, successor or assign of BTP CAPITAL CORP." between the word "CORP." and the word "as" in the first line of paragraph 14(g) of the Mortgage.

3.. The Note and the Mortgage, as supplemented hereby, shall remain in full force and effect.

In witness whereof, the Bank and BTP have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

WITNESS:

Nancy Bernhard

Lily M. Dehon

WITNESS:

Roy Plhak

John M. [Signature]

BTP CAPITAL CORP.

By: E. Trine Starnes, Jr.

Name: E. Trine Starnes, Jr.

Title: President

BANKERS TRUST OF SOUTH CAROLINA

By: [Signature]

Name: IAN S. WALKER

Title: SVP

*E.T. Starnes, Jr.*

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