

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO S.C.  
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S. TANNER LESLEY  
R.M.C)

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WHEREAS, Bankers Trust of South Carolina (hereinafter the Bank) has heretofore made a loan to Carabo Capital, a South Carolina general partnership (hereinafter the Borrower), for which the Borrower has executed and delivered to the Bank the Borrower's note dated May 13, 1982 in the principal sum of Two Million Nine Hundred Fifty Thousand Dollars (\$2,950,000.00) (hereinafter the First Note) and various security agreements and real estate mortgages including, without limitation, that certain mortgage dated May 13, 1982, recorded on the 17th day of June, 1982 in Mortgage Book 1573, Page 33, RMC Office for Greenville County, South Carolina (hereinafter the Mortgage), which mortgage conveys property now operated as a Bojangles Restaurant located at U. S. Highway 29, Greer

\_\_\_\_\_ in said County and State; and

WHEREAS the Bank has agreed to make an additional loan to Borrower in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) provided certain requirements be met including, among others, (a) the modification of the Mortgage to secure the repayment of the additional loan and (b) the modification of the First Note to include a cross default provision with respect to the additional loan.

NOW, THEREFORE, in consideration of the premises and in order to secure the repayment to the Bank of the additional loan of Nine Hundred Fifty Thousand Dollars (\$950,000.00) and other valuable consideration, the receipt of which by the Borrower is hereby acknowledged, the parties do hereby agree as follows:

FIRST: The Mortgage is hereby amended and modified so as to include within the term "Note" a note from the Borrower to the Bank in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) dated February 15, 1983, payable on demand (hereinafter the Second Note), so that for all

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