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DONNIE S. WILKINS
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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
COUNTY OF ANDERSON)

THIS AGREEMENT made and entered into this 23 day of February, 1983,
by and between Spinx Oil Company, Inc., L. Stewart Spinks, and Bankers
Trust of South Carolina,

W I T N E S S E T H:

WHEREAS, Spinx Oil Company, Inc., is indebted to Bankers Trust of
South Carolina in the maximum principal amount of \$300,000.00 under the
terms of a revolving line of credit as evidenced by a Note and Loan
Agreement, each dated January 6, 1982; and

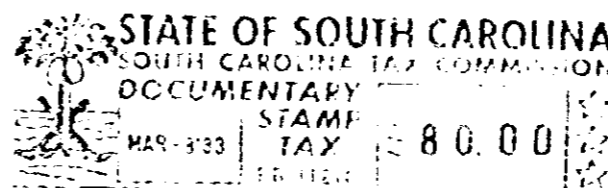
WHEREAS, the aforesaid obligation is secured, inter alia, by the
following real estate mortgages:

- (a) Mortgage given by L. Stewart Spinks, dated
January 6, 1982, and recorded in the Office
of the Clerk of Court for Anderson County,
South Carolina, in Mortgage Book 611 at page
981, encumbering 4.02 acres at the intersection
of S. C. Highway No. 153 and Road No. 183
(McNeely Road) in Anderson County; and
- (b) Mortgage given by Spinx Oil Company, Inc.,
dated January 6, 1982, and recorded in the
R.M.C. Office for Greenville County, South
Carolina, in Mortgage Book 1561 at page 143,
encumbering a leasehold interest in a tract
situate at the intersection of Buncombe Street
and Goodwin Street in Greenville County; and

WHEREAS, the parties desire to extend the aforesaid obligation and
modify and amend the terms of the aforesaid revolving line of credit and
the documents relating thereto and to acknowledge certain matters with
respect to the lastmentioned mortgage.

NOW, THEREFORE, in consideration of the premises and the covenants
contained herein, the parties hereto agree as follows:

1. The maximum principal amount of credit which shall hereafter be
available from time to time under the aforesaid Note and Loan Agreement
shall be \$200,000.00. Interest on the outstanding principal balance shall
be paid as provided in said Note, at the rate set forth therein.



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