STATE OF SOUTH CAROLINA 2 40 11 3 COUNTY OF GREENVILIPERRAL (A.M.C.) MODIFICATION AND AMENDMENT OF MORTGAGE NOTE

THIS MODIFICATION AND AMENDMENT OF MORTGAGE AND NOTE, made as of the 1st day of May, 1983, by and among U.S. SHELTER, a Massachusetts business trust (hereinafter "Shelter") and THE SEAMEN'S BANK FOR SAVINGS, a New York corporation (hereinafter "Bank"), recites and provides:

WITNESSETH:

WHEREAS, Ewing-Hungiville Realty and Construction Company, Inc., a South Carolina corporation (hereinafter "Ewing-Hungiville"), did enter into, make and execute and deliver its certain Note and Mortgage of Real Estate ("Mortgage") to the Bank on November 25, 1974, which Mortgage was recorded on that date in Mortgage Book 1328 page 401 in the office of the Clerk of Court for Greenville County, South Carolina and which Mortgage covers the premises described in Schedule A attached hereto and made a part hereof, commonly known as Riverbend, Phase II, (hereinafter the "Premises");

WHEREAS, Shelter has agreed to sell the Premises to purchasers of condominium units, and the Bank has agreed to permit such sales, subject to modification of the terms of the Note and Mortgage as herein provided.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, as of May 1, 1983, that the Note and Mortgage are modified as follows:

The outstanding principal sum of \$2,595,262.08 shall be payable with interest thereon, or on any unpaid balance thereof, to be computed from the date hereof, at the rate of twelve and one-half percent (12 1/2%) per annum, said principal and interest to be paid in installments as follows: The sum of \$30,019 on the

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