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- 12. (a) Anything herein contained to the contrary notwithstanding, in case any default shall occur in the performance by the Optionor of any covenant, agreement or promise contained herein, the Optionee shall look solely and only to optionors interest and equity in the Premises, without recourse to the Optionor or any partner of the Optionor, or the legal representatives, successors, assigns of or affiliate or other parties related to the Optionor, or any partner of the Optionor, for any default of Optionor hereunder.
- (b) A default by a limited partner under Articles 4 and 11 of this Option shall affect only such defaulting limited partner's Partnership Interest and shall have no bearing on a limited partner not in default.
- 13. The terms of this Agreement shall be construed in accordance with the laws of the State of South Carolina. The headings and captions of various paragraphs hereof are for convenience as defining or limiting in any way the the scope or interest of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the date first above written.

MORTGAGE GROWTH INVESTORS

In presence of: A

In presence of

By: Kolling / Klue

Robert Ware, Vice President

GREENVILLE PROPERTIES LIMITED PARTNERSHIP

By: Tucker Anthony Realty Corporation

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