

Mortgage only, the lien hereof not, however, to be affected in any way. Nothing in this clause shall preclude the Mortgagee from foreclosing or otherwise enforcing any of its rights except as stated in this clause or shall prejudice the right of said Mortgagee as to any of the covenants and conditions of this Mortgage, the Mortgage Notes and any other further instrument evidencing or securing the loan secured hereby;

18. This Mortgage is made under and shall be construed by the laws of the State of South Carolina. In the event any provisions hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof;

19. The Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this Mortgage or under either or both of the Mortgage Notes secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this Mortgage, and of the notes and debts secured hereby, then this Mortgage shall become utterly null and void, otherwise to remain in full force and effect;

20. Mortgagor shall provide Mortgagee within one hundred twenty (120) days following the end of each fiscal year of the Mortgagor, a balance sheet and operating statement of the mortgaged premises accompanied by a rent roll in substance and form satisfactory to Mortgagee specifying the name of each tenant in occupancy, the number of square feet leased, and the annual rental of each such tenant of the mortgaged premises, all in reasonable detail and certified by Mortgagor to be correct. In the event of default under any of the terms of the within Mortgage, Mortgagee shall have the right to require said financial statement to be audited by an independent certified public accountant in accordance with generally accepted accounting principles. The costs of such audit are to be borne by Mortgagor.

21. The covenants herein contained shall bind, and the benefits and the advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

WITNESS the undersigned's hand and seal this 29th day of October, 1981.

Signed, sealed and delivered in the presence of:

Earlene T. Merritt
Dianne B. Buchtold

FAIRWAY PROPERTIES (SEAL)
a South Carolina General Partnership

By: Janine T. Shellen
And: John A. Cooper
And: W. I. McJannet
And: J.R. McAdams
And: Ed. Manning
And: Burt B. Wynn
And: W. J. Schup
And: W. J. Schup

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